ROCKLIN CITY COUNCIL

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

October 22, 2024
Closed Session at 5:30 p.m.
General Session 6:00 p.m.
AMENDED AGENDA
***Item C17, Resolution A Updated**

Notice of Teleconference Meeting Location:
Hyatt Regency Sonoma
170 Railroad St.
Santa Rosa, CA 95401

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.

Zoom Participation Via Computer Or Smartphone
You can join the meeting from your computer using a web browser or the Zoom software. You can also join the meeting using the Zoom app on your Apple IOS or Android device. Click the link below to join the Zoom meeting:

Click here to join this meeting via Zoom
Meeting ID: 860 2029 8594
Meeting password: 786934

Zoom Participation By Telephone (Audio Only Option)
1. Dial (669) 900-6833
2. When asked for the meeting ID, enter 860 2029 8594#
3. When asked for your participant ID, press # to continue
4. When asked for the meeting password, enter 786934#
5. To inform the City Clerk that you would like to make a public comment, dial *9 to “Raise your hand”. The Clerk will unmute you when it is your turn to speak.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation City of Rocklin v. Legacy Family Adventures and David Busch, El Dorado Superior Court Case No. PC2019039.

CS2. Pursuant to Government Code section 54957.6, Conference with Labor Negotiators, Agency Representatives: City Manager Aly Zimmermann, Director of Administrative Services Tameka Usher, and Deputy Director of Administrative Services Daniel Choe; Employee Organizations: Rocklin Firefighter's Union Local 3847, Rocklin Police Officers' Association, and Rocklin Public Safety Managers.

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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 October 3, 2024 Special Meeting of the City Council
Recommendation: Approve the Minutes of the October 3, 2024 Special Meeting of the City Council.

C2. Minutes of the October 8, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the October 8, 2024 Regular Meeting of the City Council.

C3. Proclamation Declaring October 23-31, 2024 as Red Ribbon Week

Recommendation: Approve a Proclamation Declaring October 23-31, 2024 as Red Ribbon Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C4. Appointment to the Parks and Recreation Commission

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Making an Appointment to the Parks and Recreation Commission.

C5. City of Rocklin Readopting the City of Rocklin Conflict of Interest Code Update

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Readopting the City of Rocklin Conflict of Interest Code and Amending the Titles of Designated Employees.

C6. Quarterly Treasurer's Report

Recommendation: Receive the Treasurer's Report for the Quarter Ending June 30, 2024.

C7. Designation of City's Agent for the Purpose of Obtaining State and Federal Disaster Financial Relief and Emergency Assistance

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Designating Applicant's Agent for the Purposes of Obtaining State and Federal Disaster Relief and Emergency Assistance.

C8. Information Technology Strategic Plan Contract

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding and Approving A Professional Services Contract with SDI Presence LLC for the IT Strategic Plan

C9. Authorization Increase for IT Purchases through Cooperative Purchase Agreements

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with CDW-G for Various IT Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.
B. Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with Dell Marketing LP for Various IT Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.

C10. City Attorney Employment Agreement - First Amendment
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the First Amendment to the Employment Agreement with the City Attorney and Authorizing the Mayor to Execute the Amendment.

C11. California Natural Resources Agency - Grant Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting State General Fund Grants Funds for the Sunset Whitney Connector Bridge and Authorizing the City Manager to Execute Required Documents.

C12. Community Development Department Quarterly Building Report
Recommendation: Receive the Quarterly Building Report for the Quarter ending September 30, 2024.

C13. Park Drive Pavement Rehabilitation Project – Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Park Drive Pavement Rehabilitation Project (Project No. 50005), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City.

C14. Whitney Ranch Parkway Widening Project
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Waiving a Discrepancy in the Low Bid and Awarding a Construction Contract for the Whitney Ranch Parkway Widening Project to Carone and Company, Inc. and Authorizing the City Manager to Execute the Agreement.

C15. Target Solutions Learning, LLC Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Ratifying a Contract with Target Solutions Learning, LLC and Authorizing the City Manager to Sign Subsequent Amendments.

C16. Central Valley Information Sharing System Memorandum of Understanding and Cost Sharing Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving an Evergreen Memorandum of Understanding for Data Sharing with Central Valley Information Sharing System (CVISS) and Evergreen Cost Share Agreement and Authorizing the Police Chief to Execute the MOU and Cost Sharing Agreement and Subsequent Amendments.

C17. Pest Control Services Notice of CEQA Exemption and Contract Award

Recommendation:

A. Adopt Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Pest Control Services for the City of Rocklin Facilities 2024).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for Pest Control Services for City of Rocklin Facilities 2024 to Advanced Integrated Pest Management, Inc. (Advanced IPM) and Authorizing the City Manager to Execute the Contract for Services.

C18. Atherton Sewer Truck Line Upgrade Project - Easement Acquisition

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Purchase and Sale Agreement and Necessary Related Documents for the Purchase of an Additional Sewer Easement at 695 Menlo Drive (APN 017-281-010 and APN 017-281-012) for the Northwest Rocklin Sewer Annexation Construction with GAP, INC.

PRESENTATIONS

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

P1. Proclamation Declaring October 23-31, 2024 as Red Ribbon Week

P2. Update on Current PCTPA Planning Efforts

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the October 3, 2024 Special Meeting of the City Council

Date: October 22, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the October 3, 2024 Special Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Meeting Minutes of October 3, 2024

ROCKLIN CITY COUNCIL

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

October 3, 2024
4:00 pm

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Janda called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

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

Absent: Councilmember David Bass

1. DISCUSSION ITEMS

1A. Interviewed Candidates for an Appointment to the Parks and Recreation Commission, and Deliberated.

The City Council conducted interviews with the following applicants:

- Carlos Valdez
- Walter Moore
- Neil Bullock
- Darren Huppert
- Eric Feller
- Pranil Shankar
- Scott White

A resolution recommending the appointment will be presented to the City Council for adoption at the Regular Meeting of October 22, 2024.

2. ADJOURNMENT

Mayor Janda adjourned the meeting at 6:52 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of October 3, 2024 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the October 8, 2024 Regular Meeting of the City Council

Date: October 22, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the October 8, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Meeting Minutes of October 8, 2024

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.

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

Mr. Satheesh Nagaraj with the Indian Association of Sacramento spoke about the cultural significance of Diwali and requested that fireworks be permitted to celebrate the festival.

City Manager Zimmermann shared that two years ago the City Council amended the ordinance permitting fireworks to permit safe and sane fireworks as part of a neighborhood street closure (block party) permit, noted there was a residential street closure permit application process in place with information available on the City website, and that Public Works Director Nartker could connect directly with the resident.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Halldin reported attendance at the Quarry Bowl; attended the Jessup Gala celebrating the University's 20 years in Rocklin; attended the retirement event for Placer County Water Agency Board Member Mike Lee; and attended the Rocklin Fire Station Open House at Station 23.

Vice Mayor Gayaldo shared that she along with Placer County Elections staff visited Rocklin High School and spoke to students about serving in an elected position; attended the Three Dog Night concert at Quarry Park; attended the swearing in ceremony of a Rocklin police officer Landon Ritchey; attended Coffee with a Cop; participated on the interview panel for the Parks and Recreation Commission recruitment, underscoring the quality of applicants willing to serve the community; attended the Quarry Bowl; attended the Barktoberfest event held at Johnson-Springview Park; attended an event organized by the Roseville Police Activities League; and reported attendance at the Sacramento Area Council of Governments Innovation and Policy Committee meeting.

Councilmember Broadway reported attendance at the Placer County Transportation Planning Agency meeting sharing that the Comprehensive Operational Analysis for Auburn and Placer County Transit was considered; assisted with a Leadership Rocklin class held at City Hall; attended the retirement event for Mike Lee; attended the ribbon cutting ceremony for Byers Gymnastics Center; met with retiring Rocklin police office Monique Gillette; attended Coffee with a Cop; attended the swearing in ceremony of Rocklin Police officer Landon Ritchey; attended the Quarry Bowl; and thanked the Rocklin Fire Department for holding the Open House event.

Councilmember Bass stated that in addition to some of the events mentioned by other Councilmembers which he attended, he also reported attendance at the Placer County Flood Control Board meeting, and encouraged the public to participate in the upcoming Rocklin Police Activities League's Cornhole Tournament on October 12, 2024.

City Manager Zimmermann shared the following upcoming events: Maker Faire Rocklin on October 12, 2024 being held on campus at the Sierra College; the annual Traffic Townhall meeting on October 16, 2024; Evenings in the Park on October 18, 2024 featuring the movie Harry Potter and the Sorcerer's Stone; and shared that Concerts at Quarry Park would conclude on October 18, 2024 with a performance by Macy Gray. City Manager Zimmermann invited Police Chief Banks to provide an update on the Rocklin Police Department's (RPD) e-bike enforcement campaign.

Police Chief Banks provided an update on e-bike safety, shared statistics, indicated that RPD has partnered with the Rocklin Unified School District (RUSD) on educational efforts as e-bikes and scooters have become more common in the city. He shared that enforcement for illegal operation of an e-bike or scooter may result in a warning citation, escalating to citations for subsequent offenses or towing, and shared that officer's doing enforcement also handed out certificates for free donuts to students wearing helmets and abiding by safe traffic

laws. Chief Banks underscored that RPD's model of enforcement was to promote the safety of children and acknowledged the Public Works department for restriping the road around Granite Oaks Middle School to facilitate safe arrival and departure of students.

City Manager Zimmermann noted that Chief Banks could address questions or provide clarification, but if the City Council would like to have a larger discussion, the item would have to be agendized for a future meeting.

Vice Mayor Gayaldo thanked the Chief Banks for the update, noted that fake pedals were being installed on e-bikes and, and wondered with changes in technology if the code was up to date to allow for enforcement. Chief Banks responded that RPD's goal was to focus on education with the public including with parents, to ensure accountability, help simplify complex law and indicated that the department was able to navigate the present law sufficiently. Vice Mayor Gayaldo appreciated the education efforts as parents could be unfamiliar with the law, but underscored the dangers of e-bikes.

Mayor Janda echoed comments expressed by Vice Mayor Gayaldo on education and enforcement, and asked if RPD was making headway on its efforts. Chief Banks responded that although there was an immediate response after targeted enforcement, the department will have to look into sustaining this; he was open to creative ways to keep the community safe and felt that the department was doing well currently with addressing e-bikes and scooters. Mayor Janda added that the City Council would support RPD with any future needs on this issue.

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
Action: Approved 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
Action: Approved 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
Action: Adopted 2024-223 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)
Action: Adopted Ordinance No. 1181 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
Action:
A. Adopted Resolution 2024-224 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. Adopted Resolution 2024-224 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
Action: Adopted Resolution 2024-226 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
Action: Adopted Resolution 2024-227 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
Action: Adopted Resolution 2024-228 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
Action: Adopted Resolution 2024-229 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
Action: Adopted Resolution 2024-230 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).

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C10 by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following vote:

Ayes:	Councilmember 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 as Hindu Heritage Month and Recognizing the Festival of Diwali

Mayor Janda read the proclamation and presented it to Celebrate India and Hindu Swayam Sevak Sangh organizations (HSS).

PUBLIC COMMENT

Mr. Shekhar Tiwari with Celebrate India spoke about the significance of the Diwali festival.

Mr. Sankar Dandabany with Celebrate India thanked the City for the recognition and for supporting the local Indian community and requested continued partnership with the City in promoting Indian culture.

Mr. Kameswara Prasad Mukkamala with HSS spoke about Hindu traditions, expressed his gratitude for the recognition as it celebrated diversity and inclusion, and was proud to be an active and proud member of the Rocklin community.

Dr. Nijaguna Bethur with HSS spoke about Sewa Diwali which was collective effort to address food insecurities, underscored that Diwali was a time to celebrate unity and

give back to the community, and thanked the City for the recognition and embracing the spirit of generosity.

Mr. Ketan Phanse expressed concern about recent vandalism acts that had occurred at Hindu temples throughout California, underscored the community coming together to stand against intolerance, and promoting education on the beauty of diversity.

Mayor Janda thanked the individuals who spoke and for their service to the community.

Vice Mayor Gayaldo shared that she recently attended an event held by the Hindu American Foundation that focused on cultural education by partnering with schools, noted that some issues or behaviors may result from ignorance, and shared that the City Council would be supportive of connecting members of the community with the RUSD for further educational opportunities.

Councilmember Halldin thanked the public for attending the meeting and including the City in this month's celebrations, and expressed his appreciation to local residents of the Indian community for being so welcoming.

Councilmember Broadway stated it was an honor to present the proclamation, looked forward to joining Diwali events this year, and underscored that the diversity of a community makes it stronger.

Councilmember Bass appreciated members of the public for being in attendance and for expressing concerns on attacks on places of worship, emphasizing that such acts were unacceptable, offered assistance in explaining the legal process due to his background as a prosecutor, and concluded that the battle of light over darkness was overcoming acts of hate.

FUTURE AGENDA ITEMS

Mayor Janda suggested the topic of e-bikes if there was a need for further discussion in the future.

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.

Members of the City Council returned to the Council Chambers at 7:19 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

ADJOURNMENT

Mayor Janda adjourned the meeting at 7:19 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of October 8, 2024 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring October 23-31, 2024 as Red Ribbon Week

Date: October 22, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Declaring October 23-31, 2024 as Red Ribbon Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Red Ribbon Week Proclamation

Proclamation

Issued by City Council

National Red Ribbon Week
October 23-31, 2024

WHEREAS, *October 2024 marks the 39th Anniversary of Red Ribbon Week, which is celebrated across the nation from 10/23/2024 - 10/31/2024; and*

WHEREAS, *Red Ribbon Week began after the March 1985 torture and brutal murder of DEA Special Agent Enrique "Kiki" Camarena by drug traffickers in Mexico; and*

WHEREAS*, parents, youth, schools, businesses, law enforcement, religious institutions, service organizations, senior citizens, medical and military personnel, sports teams, and individuals throughout the State of California will demonstrate their commitment to drug-free, healthy lifestyles by wearing red ribbons during this weeklong celebration; and*

WHEREAS*, drug abuse stands as one of the major challenges our state faces in securing a safe and healthy future for our children; and*

WHEREAS*, the objective of Red Ribbon Week 2024 will be to promote this view through drug prevention, education, parental involvement, and community-wide support.*

NOW, THEREFORE, BE IT RESOLVED, *the City Council of the City of Rocklin hereby declares the week of October 23 through 31, 2024 as Red Ribbon Week in the City of Rocklin and encourage all Rocklin citizens to help build drug-free communities and to participate in drug prevention activities by making a visible statement that we are firmly committed to healthy, productive, drug-free lifestyles.*

I 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: Appointment to the Parks and Recreation Commission

Date: October 22, 2024

Submitted By: Avinta SIngh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Making an Appointment to the Parks and Recreation Commission.

Background:
At the Special City Council Meeting on October 3, 2024, the City Council conducted interviews with qualified applicants to fill an unscheduled vacancy on the Parks and Recreation Commission.

Exhibit A to the Resolution identifies the recommended appointment.

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

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
MAKING AN APPOINTMENT TO THE PARKS AND RECREATION COMMISSION

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

Section 1. The City Council of the City of Rocklin does hereby appoint the following individual to the Parks and Recreation Commission of the City of Rocklin commencing November 1, 2024 as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 22nd 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

APPOINTMENT:

PARKS AND RECREATION COMMISSION **RMC Chapter 2.36 & 2.44.050** **Two-Year Term**	
Appointees	**Term Expires**
Neil R. Bullock	6/30/2026

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City of Rocklin Readopting the City of Rocklin Conflict of Interest Code Update

Date: October 22, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Readopting the City of Rocklin Conflict of Interest Code and Amending the Titles of Designated Employees.

Background:
State law requires local governing bodies to adopt a conflict of interest code, which identifies positions designated to report financial interests and categories of reportable financial interests. The City of Rocklin adopted its Conflict of Interest Code in 1980, by Resolution No. 80-116, and it has been amended several times since its adoption. State law also requires local governing bodies to review their codes at least once every two years and to amend the conflict of interest code as needed. The City of Rocklin last updated its Conflict of Interest Code on September 14, 2021 by Resolution No. 2021-158.

Since the City last amended the Conflict of Interest Code, positions designated to report financial interests have been changed, deleted, or added. Staff recommends approval of a resolution amending the Conflict of Interest Code to update the position titles designated to report financial interests.

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

ATTACHMENTS:
1. Resolution
2. City of Rocklin Conflict of Interest Code
3. Redlined Changes to Exhibit A - Designated Positions

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
READOPTING THE CITY OF ROCKLIN CONFLICT OF INTEREST CODE
AND AMENDING THE TITLES OF DESIGNATED EMPLOYEES
(Last Amended by Resolution No. 2021-158)

WHEREAS, the Political Reform Act of 1974, Government Code sections 81000 et. seq., requires every local government agency, including the City of Rocklin, to adopt and promulgate a conflict of interest code; and

WHEREAS, by Resolution No. 80-116 the City of Rocklin has adopted the standard model conflict of interest code, pursuant to Title 2 of the California Code of Regulations, Section 18730, which Conflict of Interest Code has been readopted as amended from time to time, most recently by Resolution No. 2021-158; and

WHEREAS, the City of Rocklin Conflict of Interest Code includes a list of "Designated Positions" in Exhibit A; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, the City of Rocklin Conflict of Interest Code provides for three categories of disclosure in Exhibit B; and

WHEREAS, the City Council of the City of Rocklin desires to amend Exhibit A to the City's Conflict of Interest Code to update and revise the list of positions which are designated to report financial interests.

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

Section 1. The City of Rocklin hereby incorporates by reference the provisions of Title 2 of the California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission as its Conflict of Interest Code, including Exhibit "A" setting forth an amended list of "Designated Positions" that are required to report financial interests, and Exhibit B, "Disclosure Categories," each of which is attached and incorporated herein by reference.

Section 2. The City of Rocklin hereby repeals Resolution No. 2021-158.

PASSED AND ADOPTED this 22nd day of October, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CITY OF ROCKLIN CONFLICT OF INTEREST CODE

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code a4lready in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or
participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [FN1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. [FN2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later

than April If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income

received during the 12months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [FN3] is required to be reported, [FN4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds
$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [FN5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in

the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [FN6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $590.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $590 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $590 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to

members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in

agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Credits

NOTE: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).

Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28- 90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of NOTE filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding HISTORY 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and NOTE filed 3-14- 95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of NOTE filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11- 99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1- 2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant *to Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of HISTORY 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18- 2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11- 30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant *to Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural
or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)- (b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12- 15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12- 1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1- 11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

38. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-20-2022; operative 1- 19-2023 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2022, No. 51).

CITY OF ROCKLIN CONFLICT OF INTEREST CODE
EXHIBIT A

Designated Positions

Section 1.

Persons occupying the following positions are designated officers and/or employees and must disclose the financial interests defined in all categories of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Assistant City Attorney

Assistant City Manager

Chief Building Official

City Clerk

City Engineer / Deputy Director of Community Development

Deputy City Clerk

Deputy Director of Administrative Services

Deputy Fire Chief

Director of Administrative Services

Director of Community Development

Director of Parks and Recreation

Director of Public Works

Fire Chief

Member of the Architectural Review Committee

Member of the Arts Commission

Member of the Board of Appeals (U. B. C.; Uniform Code on the Abatement of Dangerous Buildings)

Member of the Community Recognition Commission

Member of the Investment Advisory Committee

Member of the Parks and Recreation Commission

Planning Manager

Police Chief

Principal Information Technology Analyst

Principal Management Analyst

Principal Planner

Section 2.

Persons occupying the following positions are designated employees and must disclose the financial interests defined in Categories 2 and 3 of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Administrative Analyst

Assistant Civil Engineer

Assistant Planner

Associate Civil Engineer

Associate Management Analyst

Building Inspector I/II

Building Maintenance Supervisor

Code Enforcement Officer

Code Enforcement Program Manager

Facilities Operations Superintendent

Fire Battalion Chief- Line

Fire Captain

Fire Prevention Plans Examiner

Fleet Services Supervisor

GIS Analyst II

Information Technology Analyst I/II

Information Technology Manager

Landscape Inspector

Landscape Services Supervisor

Management Analyst

Manager of Police Records and Communications

Parks and Recreation Manager

Parks Division Supervisor

Payroll Administrator

Permit Center Supervisor

Plan Check Engineer

Planning/Building Technician I/II

Police Captain

Police Lieutenant

Public Works Manager

Public Works Operations Supervisor

Public Works Inspector I/II

Recreation Supervisor

Senior Construction Inspector

Senior Engineer

Senior Information Technology Analyst

Senior Management Analyst

Senior Network Services Administrator

Senior Planner

Street Maintenance Supervisor

Streets/Traffic Operations Manager

Traffic Maintenance Supervisor

Section 3.

A consultant retained by the City to perform any of the functions of one or more of the above positions shall be a designated officer and/or employee if the services rendered are as described in 2 California Code of Regulations section 18700 and 18700.03.

Notwithstanding the foregoing, the City Attorney may determine in writing that a particular consultant, although a “designated position,” is retained to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of this category. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements appropriate for and relative to the consultant’s authority and scope of responsibility. The City Attorney’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

CITY OF ROCKLIN CONFLICT OF INTEREST CODE
EXHIBIT B

Disclosure Categories

Category 1

(a) Interests in real property which is located in whole or in part either (1) within the boundaries of the City of Rocklin, or (2) within the two miles of the boundaries of the City of Rocklin, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.

(b) Investments in, income from, or business positions in business entities or persons which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the City of Rocklin.

(c) Investments in, income from, or business positions in business entities or persons engaged in the acquisition or disposal of real property within the jurisdiction of the City of Rocklin.

Category 2

Investments in, income from, or business positions in business entities or persons which manufacture or sell supplies, books, machinery, or equipment of the type utilized by the department in which the designated employee is employed or which staffs the board or commission of which the official is a member. Investments include interests described in Category 1.

Category 3

Investments in, income from, or business positions in business entities or persons which are contractors or subcontractors engaged in the performance of work or services of the type utilized in the department in which the designated employee is employed or which staffs the board or commission of which the official is a member. Investments include the interests described in Category 1.

Note: The following positions are not designated by the City of Rocklin Conflict of Interest Code because they are subject to Article 2, Chapter 7, Title 9, commencing with Section 87200 of the Government Code and as such, file Statements of Economics Interests with the City Clerk:

City Manager
City Attorney
City Treasurer
Member of the City Council
Member of the Planning Commission

EXHIBIT A

CITY OF ROCKLIN

Section 1.

Persons occupying the following positions are designated officers and/or employees and must disclose the financial interests defined in all categories of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Assistant City Attorney
Assistant City Manager
Chief Building Official
City Clerk
City Engineer / Deputy Director of Community Development
~~Deputy City Attorney~~
Deputy City Clerk
Deputy Director of Administrative Services
~~Deputy Director of Parks and Recreation~~
~~Deputy Director, Public Services~~
Deputy Fire Chief
Director of Administrative Services
Director of Community Development
~~Director of Human Resources~~
Director of Parks and Recreation
Director of Public ~~Services~~ Works
~~Director of the Office of Long-Range Planning & Housing~~
~~Financial Analyst~~
Fire Chief
~~Manager of Building Services~~
~~Manager of Planning Services~~
Planning Manager
Member of the Architectural Review Committee
Member of the Arts Commission
Member of the Board of Appeals (U. B. C.; Uniform Code on the Abatement of Dangerous Buildings)
~~Member of the Deferred Compensation Committee~~
Member of the Community Recognition Commission
Member of the Investment Advisory Committee
Member of the Parks~~,~~ and Recreation ~~& Arts~~Commission
Police Chief
Principal Information Technology Analyst
Principal Management Analyst
Principal Planner

Section 2.

Persons occupying the following positions are designated employees and must disclose the financial interests defined in Categories 2 and 3 of Exhibit B, in accordance with the City of Rocklin Conflict of Interest Code:

Administrative Analyst
Assistant Civil Engineer
Assistant Planner
Associate Civil Engineer
Associate Management Analyst
~~Associate Planner~~
~~Building Division Supervisor~~
Building Inspector I/II
Building Maintenance Supervisor
~~Building Plans Examiner~~
Code Enforcement Officer
Code Enforcement Program Manager
Facilities Operations Superintendent
Fire Battalion Chief- Line
Fire Captain
~~Fire Marshal~~
~~Fire Prevention Officer~~
Fire Prevention Plans Examiner
Fleet Services Supervisor
GIS Analyst II
~~Human Resources Analyst I/II~~
Information Technology Analyst I/II
Information Technology Manager
Landscape Inspector
Landscape Services Supervisor
Management Analyst
Manager of Police Records & Communications
~~Manager of Planning Services~~
Parks and Recreation Manager
Parks Division Supervisor
Payroll Administrator
~~Permit Center Coordinator~~
Permit Center Supervisor
~~Permit Services Supervisor~~
Plan Check Engineer
Planning/Building Technician I/II
Police Captain
Police Lieutenant
~~Public Services Administrative Supervisor~~
Public Works~~Services~~ Manager
Public Works~~Services~~ Operations Supervisor
Public Works Inspector I/II
Recreation Supervisor
~~Risk and Benefits Analyst I/II~~
~~Senior Code Enforcement Officer~~
Senior Construction Inspector
Senior Engineer
Senior Information Technology Analyst
Senior Management Analyst
Senior Network Services Administrator
Senior Planner
Street Maintenance Supervisor
Streets/Traffic Operations Manager
Traffic Maintenance Supervisor

Section 3.

A consultant retained by the City to perform any of the functions of one or more of the above positions shall be a designated officer and/or employee if the services rendered are as described in 2 California Code of Regulations sections 18700 ~~18700(a)(2)~~ and 18700.3.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Quarterly Treasurer's Report

Date: October 22, 2024

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

Department: Administrative Services - Finance

Recommendation:
Receive the Treasurer's Report for the Quarter Ending June 30, 2024.

Background:
The Quarterly Treasurer's Report (Attachment 1), for the quarter ending June 30, 2024, provides the depository, maturity date, amount, and estimated annualized interest earnings for the City's investments pursuant to the Investment Policy (Resolution No. 2023-67).

Included as Attachments 2 and 3 are the City's Investment Portfolio and Placer County Treasurer's Pooled Investment Reports for the period ending June 30, 2024, detailing the investment values and individual securities.

ATTACHMENTS:
1. Treasurer's Report for Quarter Ending June 30, 2024
2. City of Rocklin Investment Portfolio Quarterly Report
3. Placer County Treasurer's Pooled Investment Report

CITY OF ROCKLIN
TREASURER'S REPORT OF INVESTMENTS & CASH
June 30, 2024

DEPOSITORY	PURCHASE DATE	MATURITY DATE	RATE %	AMOUNT	TOTAL AMOUNT	ANNUALIZED INT. RETURN	SPECIAL NOTES
INVESTMENTS							
LOCAL AGENCY INVESTMENT FUND			4.480	$ 40,144,635	$ 40,144,635	$ 1,798,480	Type: State Pooled Investment Account Considered 1 day funds
CITIGROUP INC.	12/11/1998	02/15/2098	6.875	$ 20,000	$ 20,000	$ 1,375	Type: Corporate Bond Coupon Rate: 6.875 Cost is reported Market Value: $22,771.89* Par Value: $20,000
PLACER COUNTY TREASURER'S INVESTMENT PORTFOLIO			3.645	$ 9,021,819	$ 9,021,819	$ 328,845	Type: County Pooled Investment Account Considered 1 day funds
FIVE STAR BANK (ROCKLIN RISE) DEPOSIT			4.482	$ 5,411,700	$ 5,411,700	$ 242,552	Type: Public Money Market Account Considered 1 day funds
CITY OF ROCKLIN INVESTMENT PORTFOLIO			3.200	$ 73,209,652	$ 73,209,652	$ 2,342,709	Type: City Pooled Investment Account Considered 1 day funds
TOTAL INVESTMENTS					**$ 127,807,806**	**$ 4,713,961**	
AVERAGE PERCENTAGE ON INVESTMENTS			3.688%		WEIGHTED AVERAGE MATURITY		1.18 years
OPERATING ACCOUNTS							
WELLS FARGO OPERATING ACCOUNT			N/A	$ 12,123,870	$ 12,123,870	$ -	Type: Checking Account Immediate Access Compensatory balance arrangement
CDBG ACCOUNT			1.080	$ 157,442	$ 157,442	$ 1,700	Type: Checking Account Immediate Access
TOTAL OPERATING ACCOUNTS					**$ 12,281,312**	**$ 1,700**	

* Sources of pricing as reported by Wells Fargo Investments.

I hereby certify that the above amounts and locations of accounts represent the total investments of the City of Rocklin as of the date of this report and that the investments are in conformity with Legislative Policy No. 1 as restated in Resolution 2023-67 on May 9, 2023. I hereby certify that the City of Rocklin has sufficient funds available to meet its expenditure requirements for the next six months.

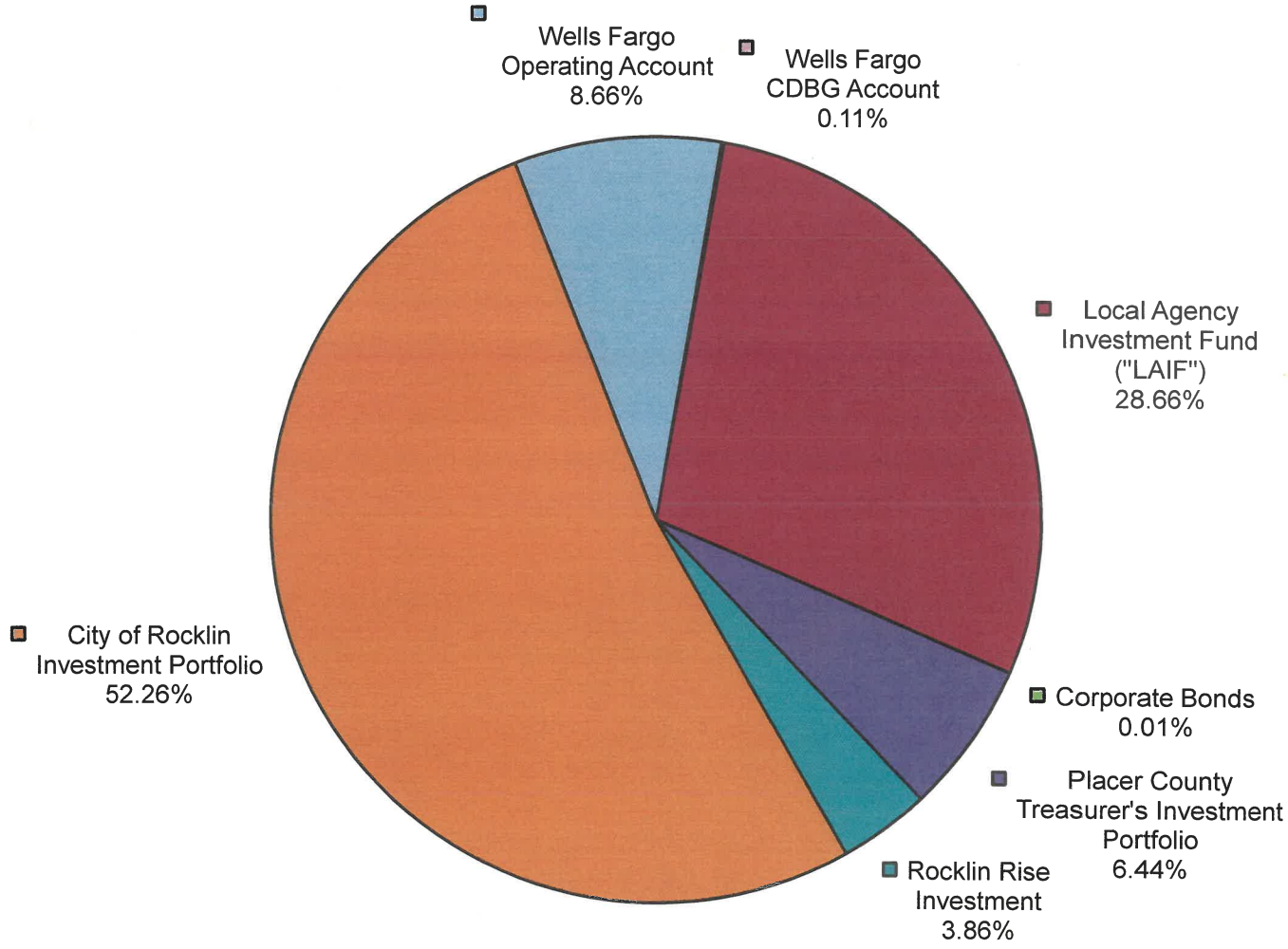
DANIEL CHOE
CITY TREASURER

10/02/2024
DATE

ALY ZIMMERMANN
CITY MANAGER

10/03/24
DATE

CITY OF ROCKLIN INVESTMENT REPORT
for the Quarter Ended June 30, 2024



CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Rocklin | As of June 30, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

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City of Rocklin | As of June 30, 2024

ECONOMIC UPDATE

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ECONOMIC UPDATE

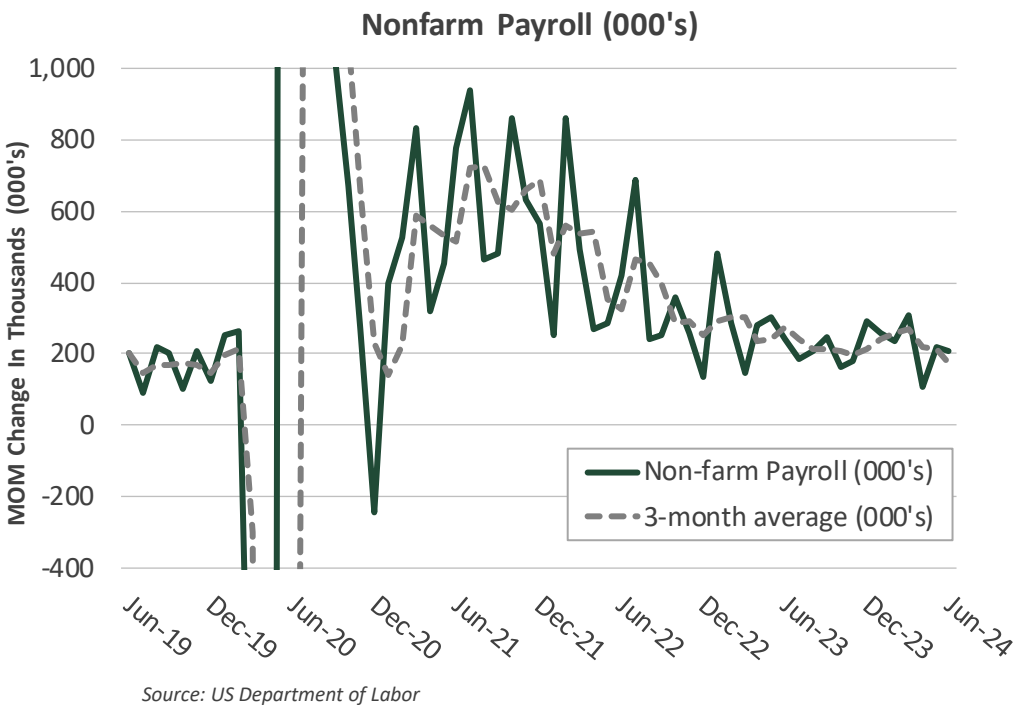
Economic Update

- Recent economic data suggests positive but slower growth this year fueled by consumer spending. While the consumer has been resilient, growing credit card debt, higher delinquencies, and a moderating labor market pose potential headwinds to future economic growth. Inflationary trends are subsiding, but core levels remain above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will loosen monetary policy in 2024.

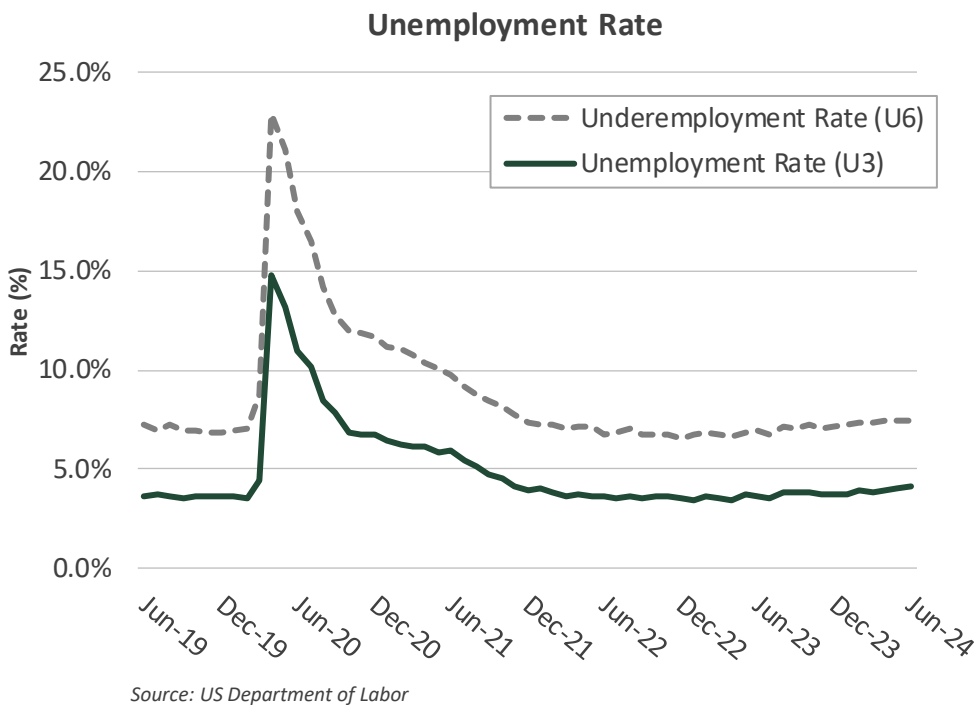
- As expected at the June meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%, emphasizing the need to see sustained evidence of easing inflation before considering any rate cuts. The FOMC's latest projections now suggest only one interest rate cut in 2024, with four more cuts expected in 2025 and a slightly higher long-term neutral rate. Additionally, the Fed continues to reduce its holdings of U.S. Treasury securities and agency mortgage-backed securities as per its predefined schedule of $25 billion and $35 billion per month.

- The US Treasury yield curve shifted lower in June as economic data moderated. The 2-year Treasury yield fell 12 basis points to 4.76%, the 5-year Treasury dropped 13 basis points to 4.38%, and the 10-year Treasury yield declined 10 basis points to 4.40%. The inversion between the 2-year Treasury yield and 10-year Treasury yield remained relatively stable at -36 basis points at June month-end versus -37 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -106 basis points. The inversion between 3-month and 10-year Treasuries widened to -96 basis points in June from -91 basis points in May.

Employment



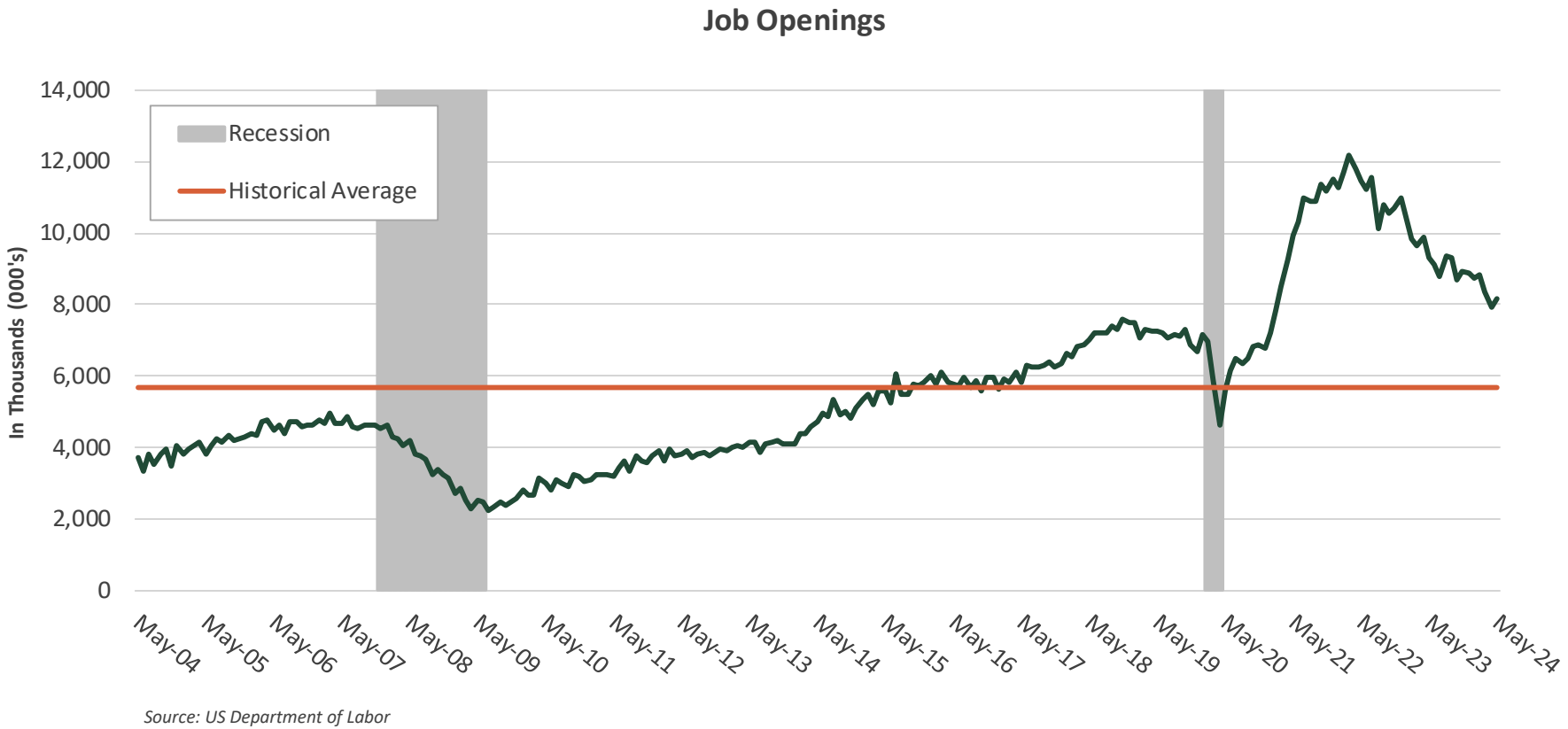
Source: US Department of Labor



Source: US Department of Labor

The U.S. economy added 206,000 jobs in June, remaining ahead of consensus expectations of 190,000 jobs. The gains were broad based, with government, health care, and social assistance posting the largest gains. The three-month moving average and six-month moving average payrolls have weakened from the first quarter to 177,000 and 222,000 respectively. The unemployment rate edged up to 4.1% in June, and the labor participation rate inched up to 62.6%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons held steady at 7.4%. Average hourly earnings rose 3.9% year-over-year in June, down from 4.1% year-over-year in May. The labor markets continue to show signs of cooling in line with the Federal Reserve's view that there has been "substantial" progress towards better balance in the labor market between demand and supply for workers.

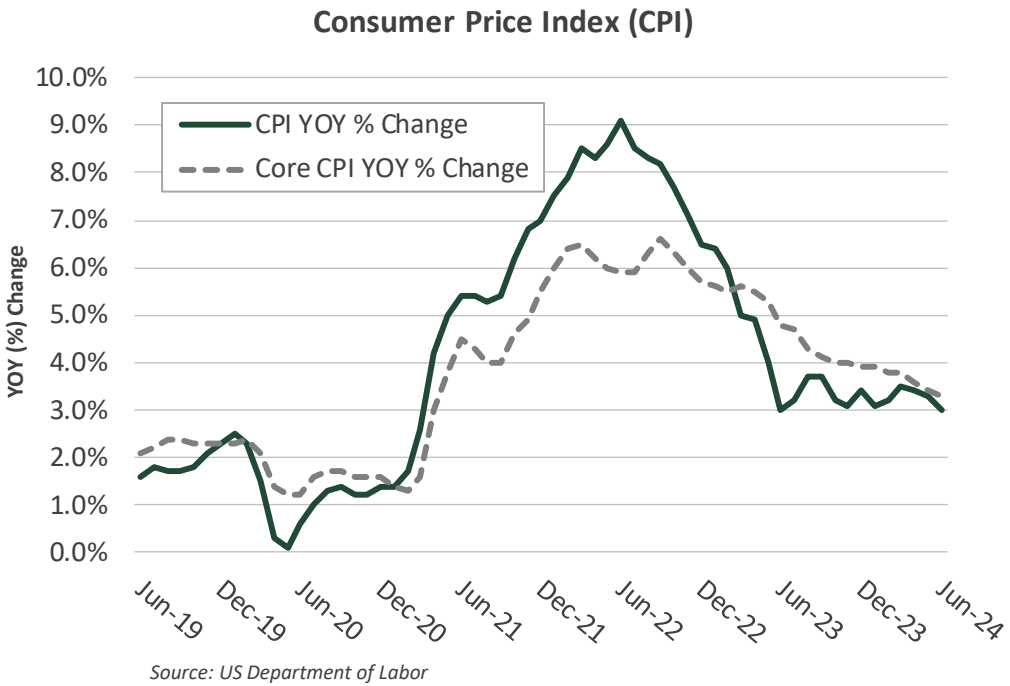
Job Openings & Labor Turnover Survey



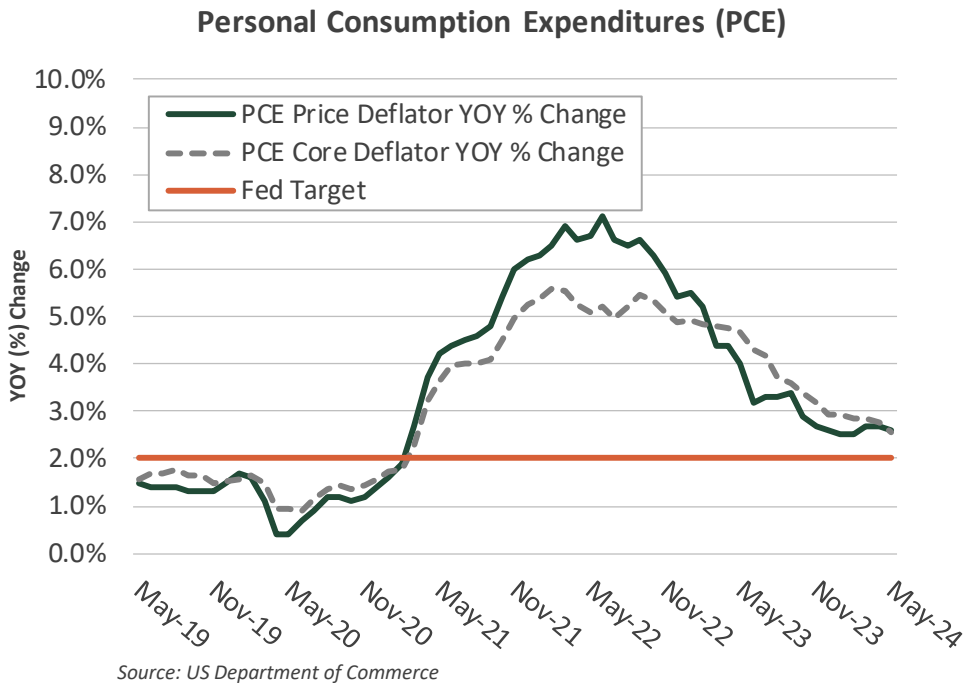
Source: US Department of Labor

The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) increased to 8.140 million job openings in May from a downwardly revised 7.919 million in April. Job openings still represent a healthy ratio of around 1.2 jobs for each unemployed individual. While the current level of job openings remains elevated from a historical perspective, the trend is decelerating.

Inflation



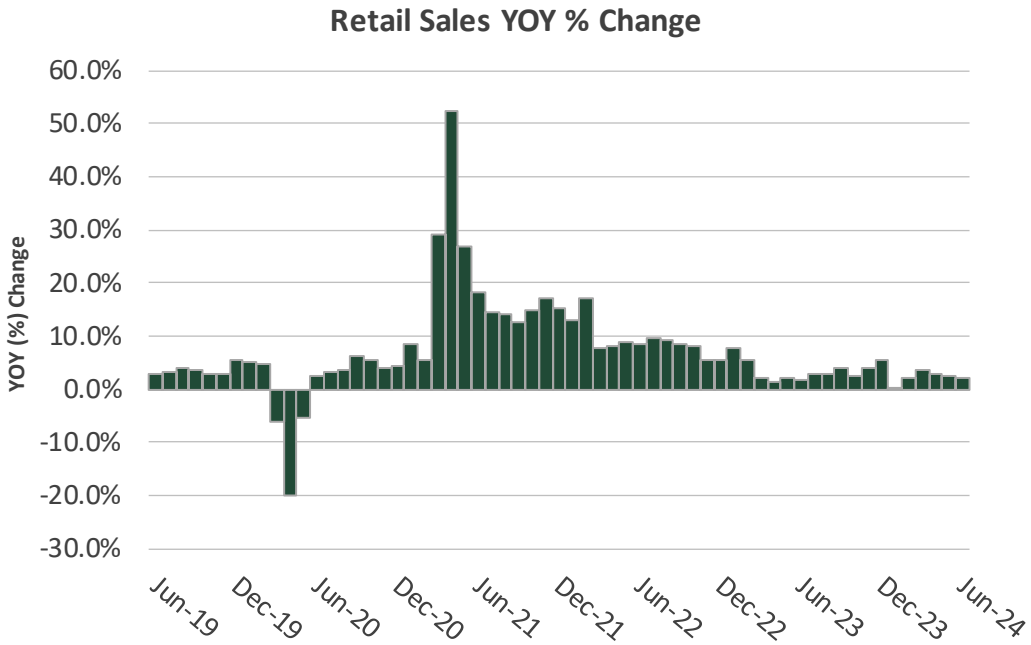
Source: US Department of Labor



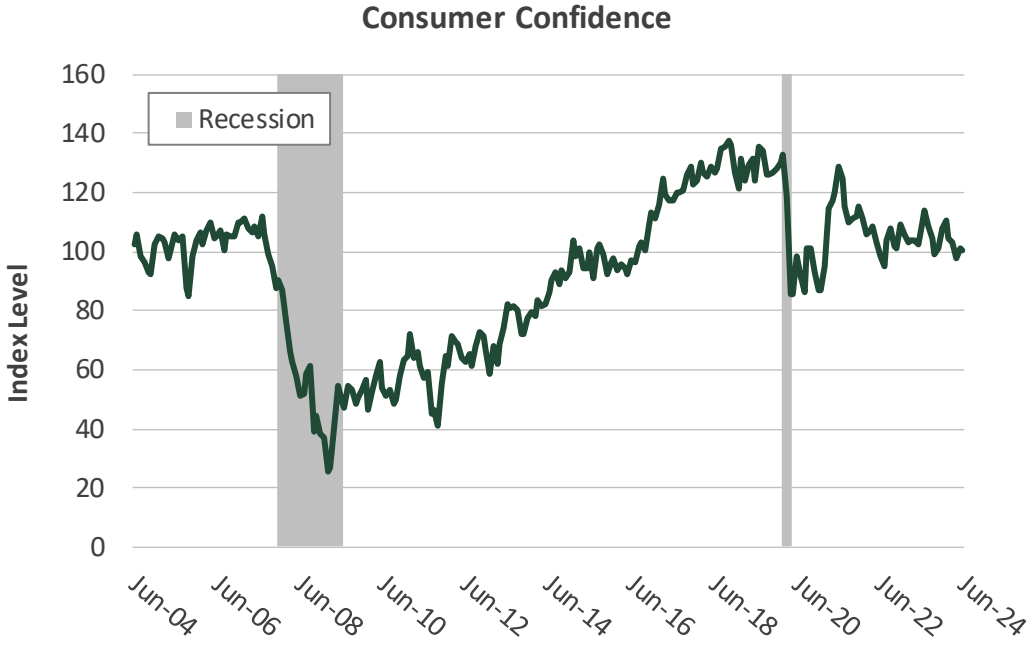
Source: US Department of Commerce

In June, the Consumer Price Index (CPI) declined 0.1% month-over-month and rose 3.0% year-over-year, reflecting broad-based cost reductions. The month-over-month drop was the first deflationary data point since the pandemic. The Core CPI, which excludes volatile food and energy components, was up just 0.1% month-over-month and 3.3% year-over-year in June, down from 3.4% in May and lower than expected. The Personal Consumption Expenditures (PCE) Index decelerated in May as expected. The headline PCE deflator was unchanged in May from April versus up 0.3% in the prior month. Year-over-year, the PCE deflator rose 2.6%. The Core PCE deflator (the Fed's preferred gauge) increased 0.1% in May from the prior month versus up 0.3% in April. The Core PCE deflator also rose 2.6% year-over-year, still above the Fed's 2% inflation target. Much of the lingering inflation has been driven by shelter costs and demand for services.

Consumer



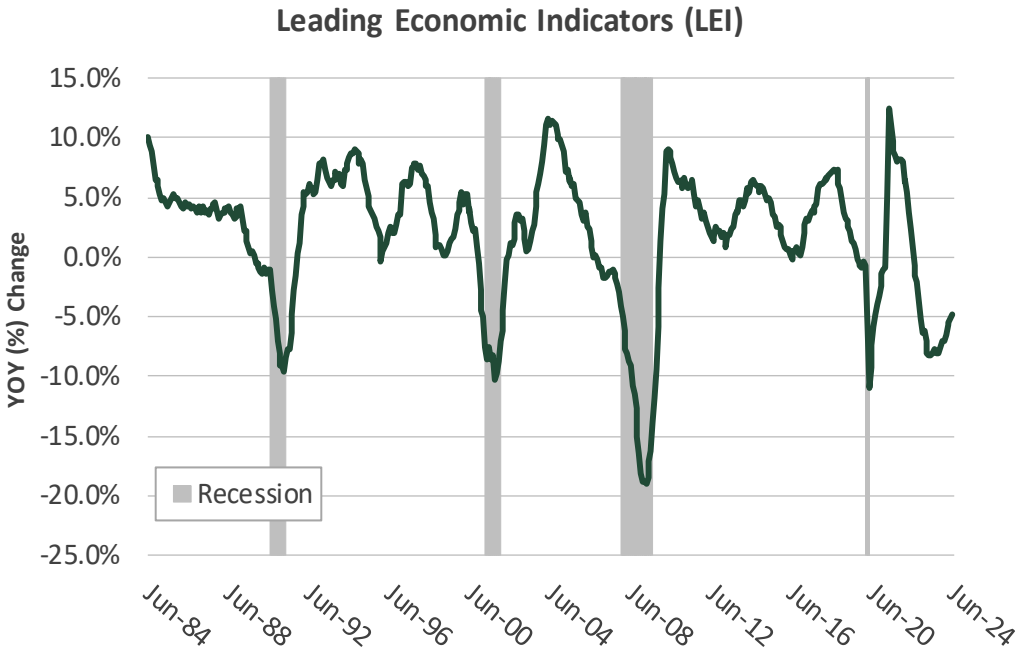
Source: US Department of Commerce



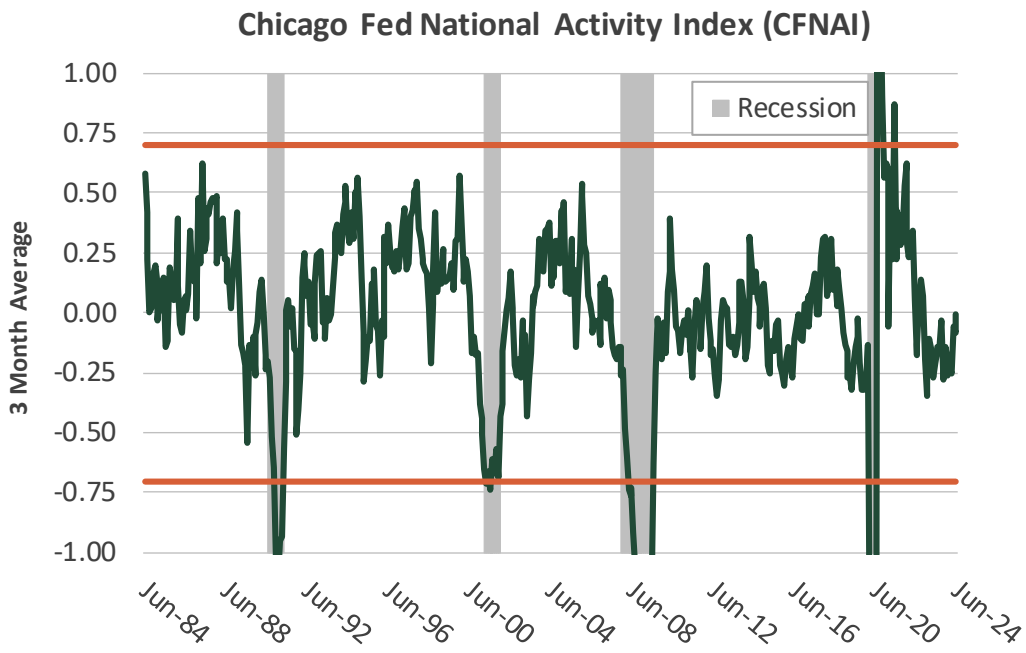
Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Retail Sales were unchanged month-over-month in June after an upwardly revised 0.3% gain in May. On a year-over-year basis, Retail Sales growth further slowed to 2.3% in June from 2.6% in May. Nonstore retailers were a bright spot in June, while motor vehicle and gasoline sales declined. The Conference Board's Consumer Confidence Index fell to 100.4 in June from 101.3 in May. While the present situation component rose marginally, consumers are less optimistic about future expectations for business conditions and potential income increases. While the consumer has been resilient, consumption has begun to moderate in the face of higher interest rates, rising credit card balances, and growing delinquencies.

Leading Indicators of Economic Activity



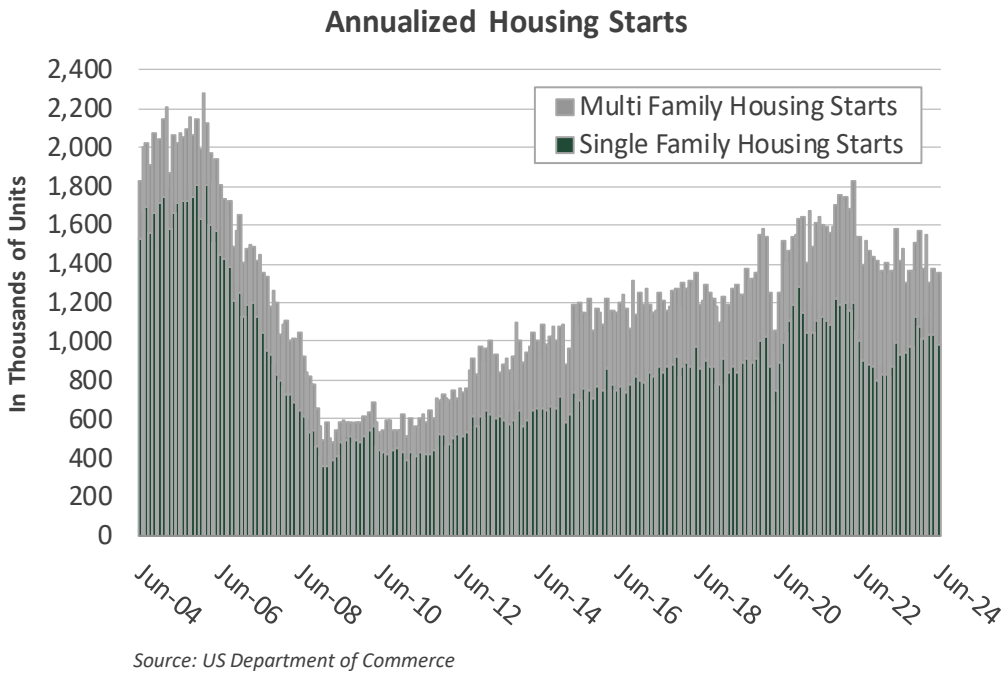
Source: The Conference Board



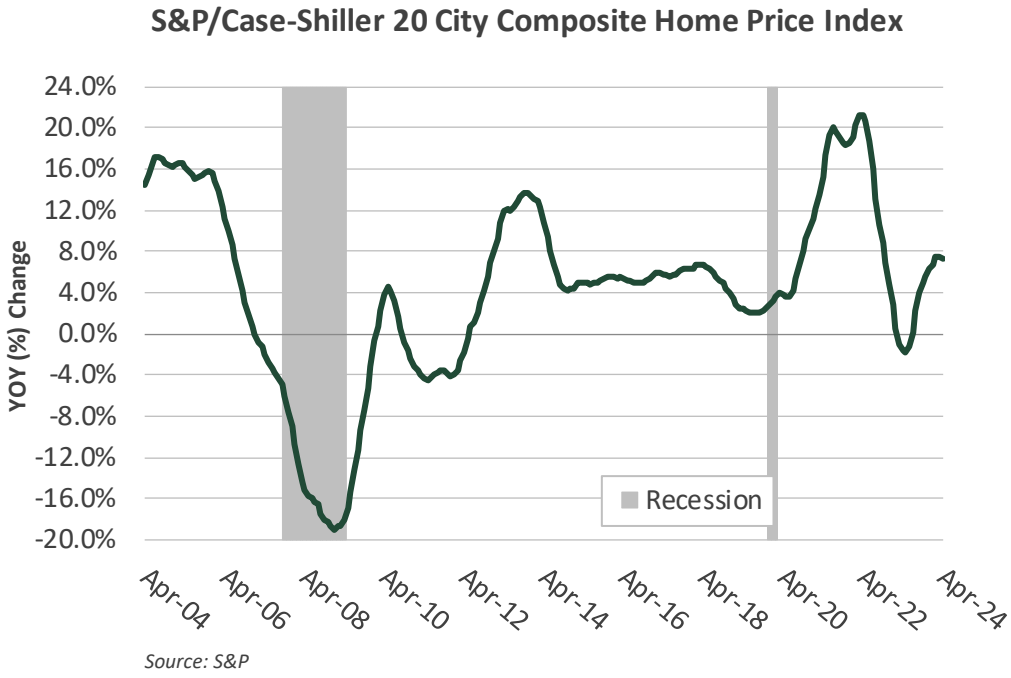
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell 0.2% in June following a 0.4% decline in May. The index dropped 4.8% year-over-year. The report stated that "due to the smaller month-on-month rate of decline, the LEI's long-term growth has become less negative, pointing to a slow recovery." The Chicago Fed National Activity Index (CFNAI) decreased to 0.05 in June from 0.23 in May, surpassing consensus expectations. The three-month moving average rose to -0.01 in June from -0.08 in May, indicating slightly below-trend growth expectations for the economy.

Housing



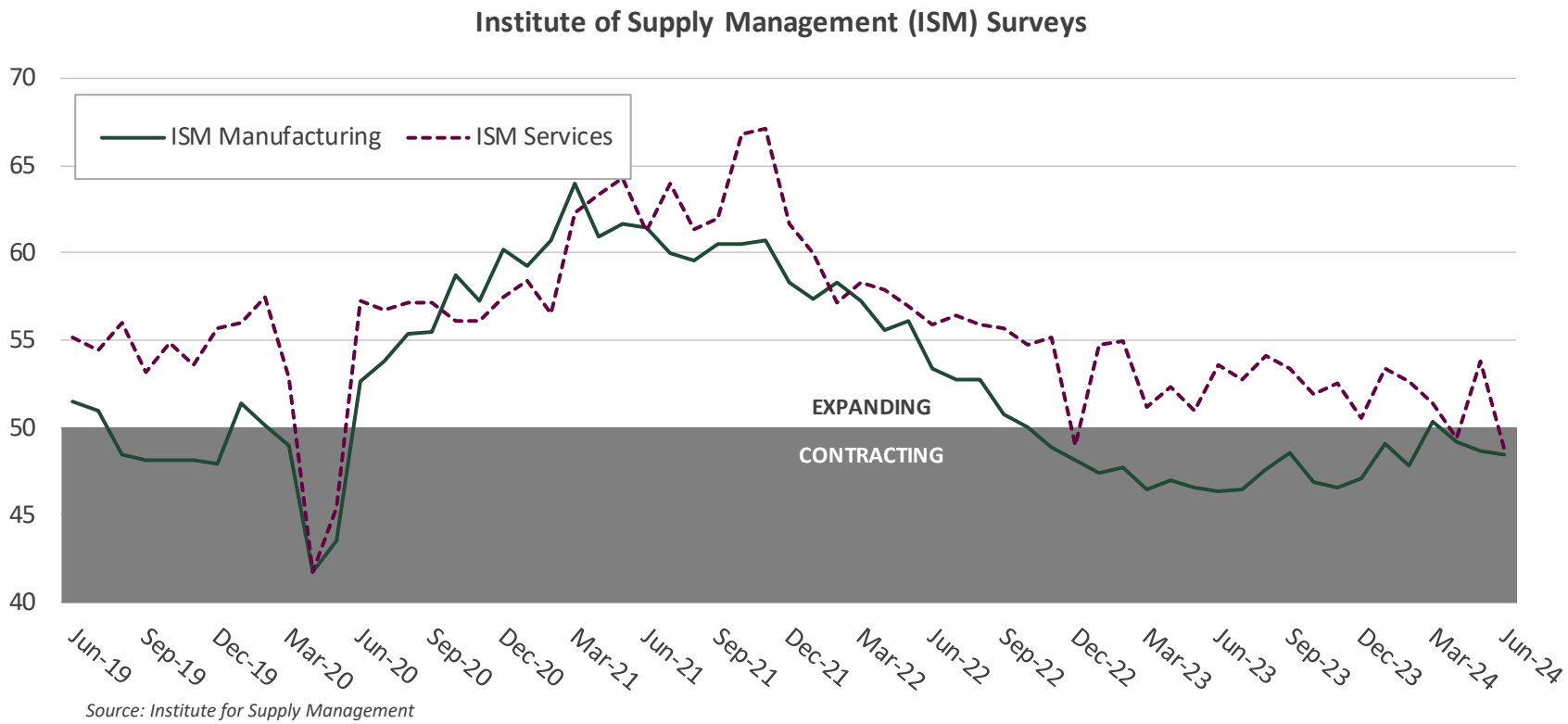
Source: US Department of Commerce



Source: S&P

Housing starts jumped 3.0% month-over-month in June to a higher-than-expected 1.353 million units, driven primarily by the multi-family category. Starts were down 4.4% year-over-year. The Freddie Mac average rate for a 30-year fixed mortgage edged down to 6.92% in June from 7.06% in May. According to the Case-Shiller 20-City Home Price Index, housing prices rose a higher-than-expected 7.2% year-over-year in April versus March's upwardly revised 7.5% increase. Tight inventories and higher mortgage rates continue to impact affordability.

Survey Based Measures



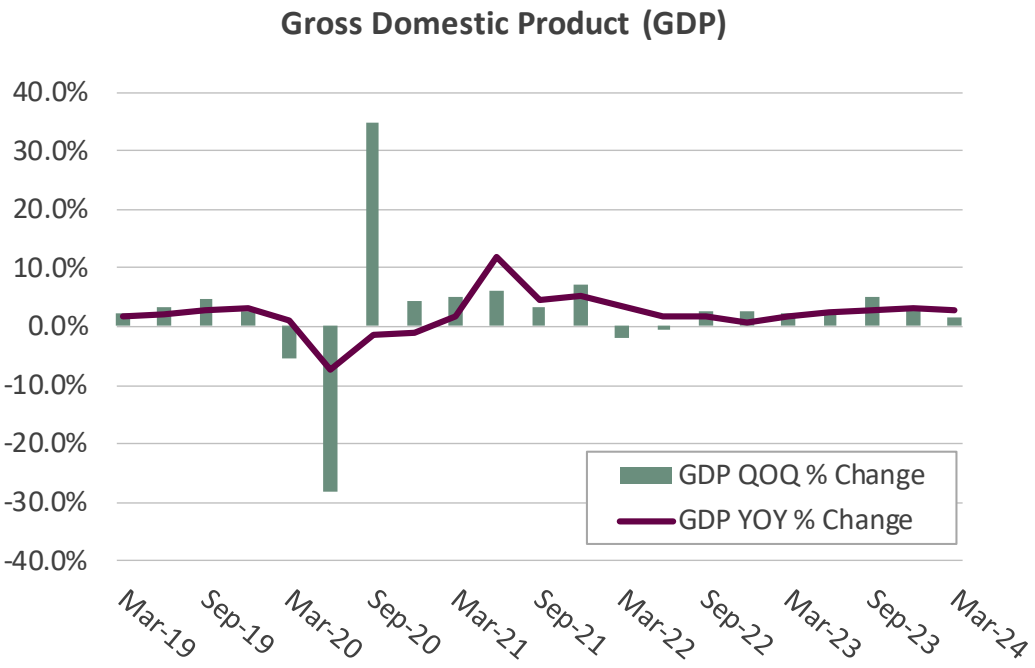
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index edged down to 48.5 in June from 48.7 in May. While new orders picked up, prices paid for materials fell the most in over a year. The ISM Services Index returned to contraction declining to 48.8 in June, from 53.8 in the previous month. Although the level of the decline was a surprise, the trend in the Services PMI, which applies to a larger share of US economic output, has been steadily decreasing.

Gross Domestic Product (GDP)

Components of GDP	6/23	9/23	12/23	3/24
Personal Consumption Expenditures	0.6%	2.1%	2.2%	1.0%
Gross Private Domestic Investment	0.9%	1.7%	0.2%	0.8%
Net Exports and Imports	0.0%	0.0%	0.3%	-0.7%
Federal Government Expenditures	0.1%	0.5%	0.2%	0.0%
State and Local (Consumption and Gross Investment)	0.5%	0.5%	0.6%	0.3%
Total	**2.1%**	**4.9%**	**3.4%**	**1.4%**

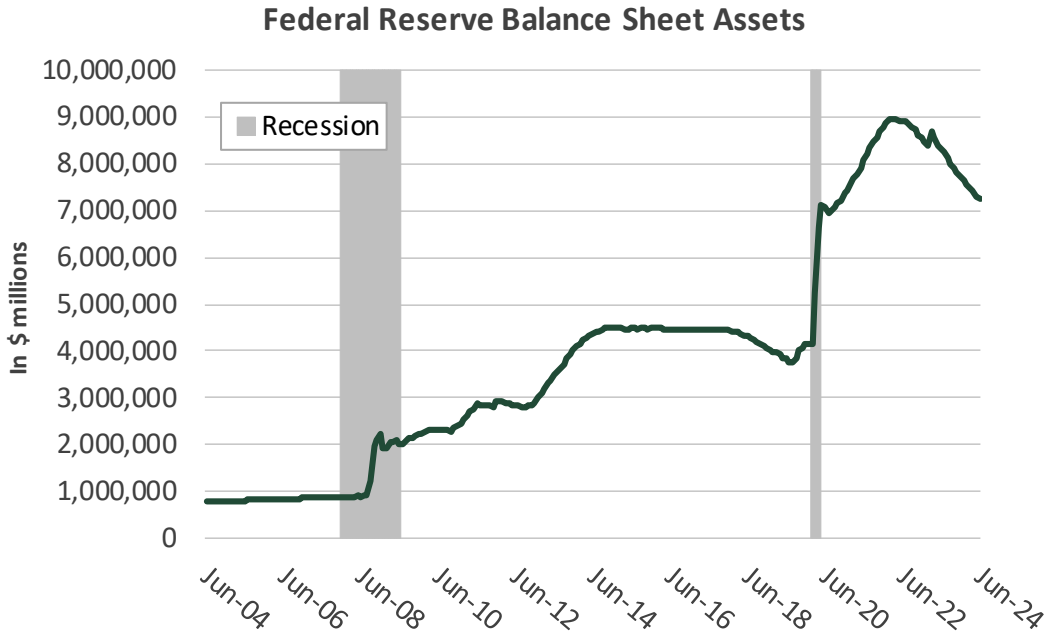
Source: US Department of Commerce



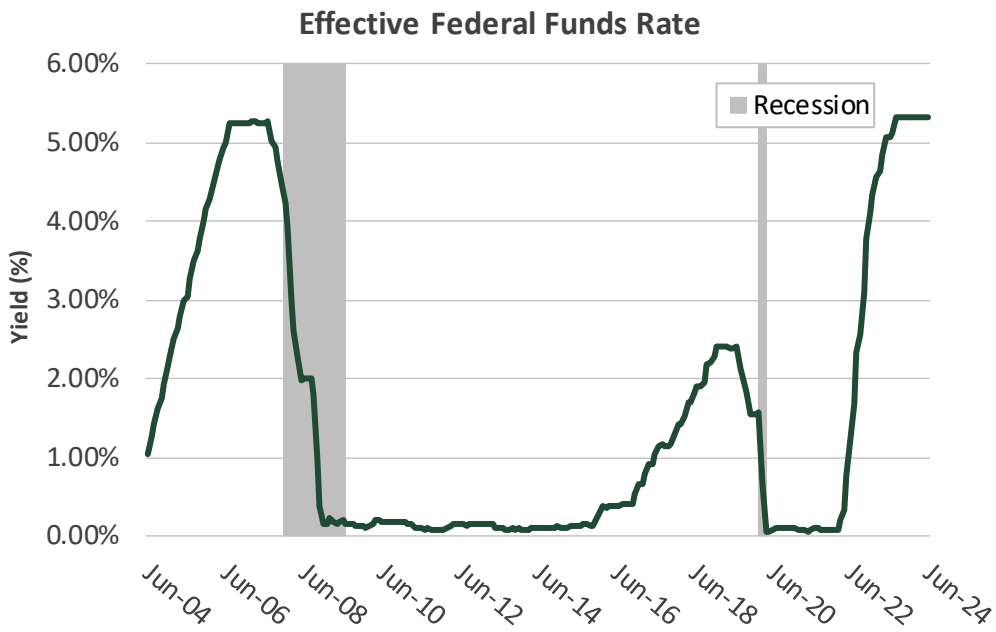
Source: US Department of Commerce

The third and final estimate of first quarter GDP came in as expected with growth up 1.4%, a small upward revision from 1.3% in the second estimate. Notably, the personal consumption expenditures component was revised down substantially to +1.5% in the final estimate from +2.0% in the second estimate. Weaker growth in consumer spending was offset by upward revisions in other major categories, particularly gross fixed investment. The consensus projection calls for 2.0% growth in the second quarter and 2.3% growth for the full year 2024.

Federal Reserve



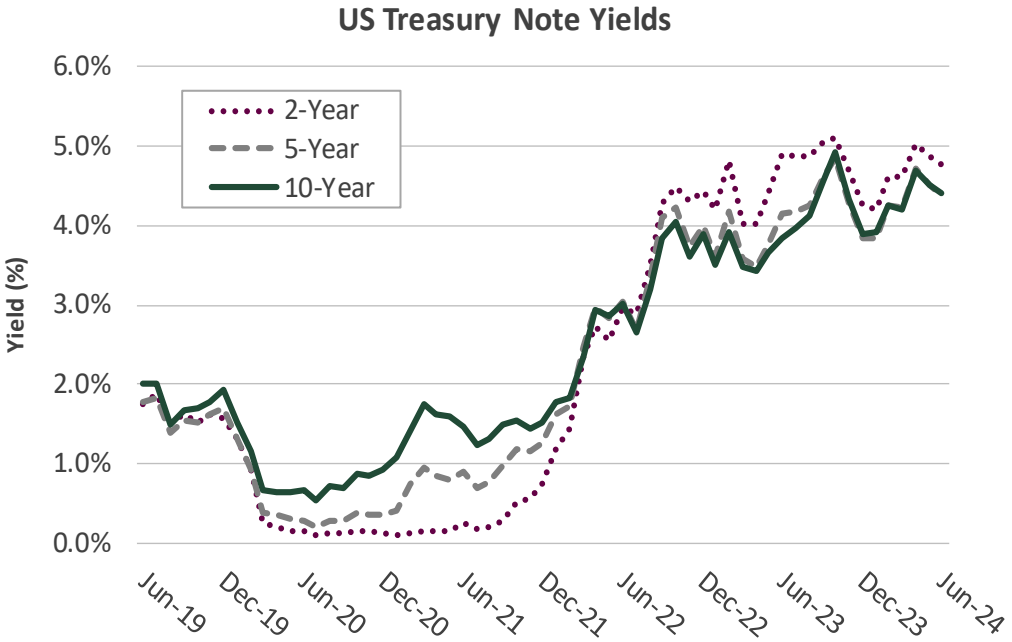
Source: Federal Reserve



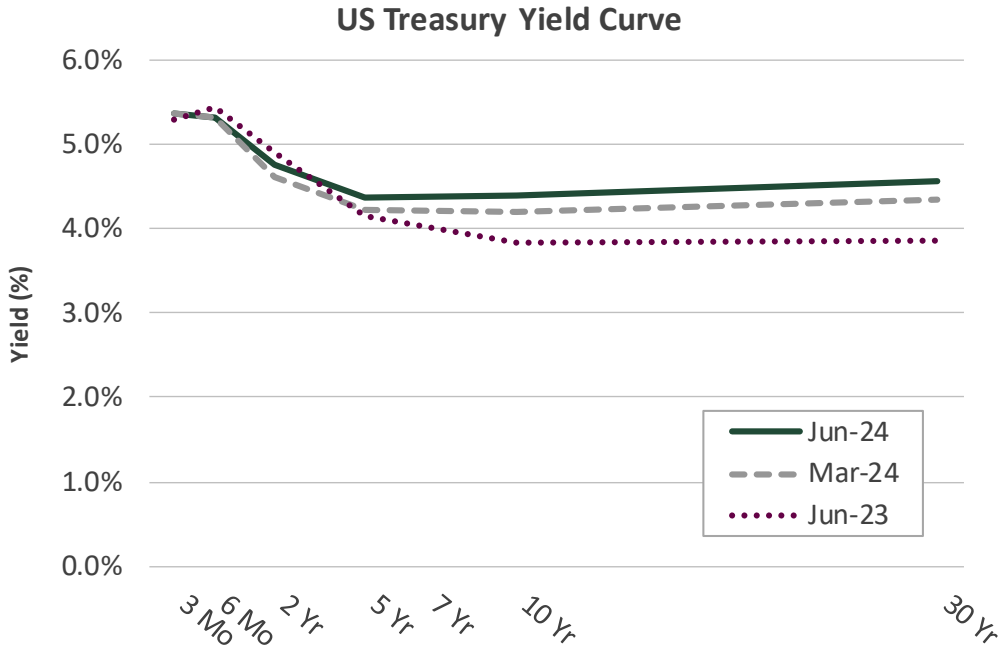
Source: Bloomberg

As expected at the June meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%, emphasizing the need to see sustained evidence of easing inflation before considering any rate cuts. The FOMC's latest projections now suggest only one interest rate cut in 2024, with four more cuts expected in 2025 and a slightly higher long-term neutral rate. The Fed's inflation projections ticked up marginally, while unemployment and GDP growth forecasts remained steady. Additionally, the Fed continues to reduce its holdings of U.S. Treasury securities and agency mortgage-backed securities as per its predefined schedule of $25 billion and $35 billion per month. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by approximately $1.7T to approximately $7.3T.

Bond Yields



Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 15 basis points lower, and the 10-Year Treasury yield was 56 basis points higher, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield remained relatively stable at -36 basis points at June month-end versus -37 basis points at May month-end. The inversion has occurred since July 2022 and remains historically long. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year Treasuries widened to -96 basis points in June from -91 basis points in May.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

Safety of principal is the foremost objective of the investment program. The investment portfolio shall remain sufficiently liquid to meet all requirements that may be reasonably anticipated. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	4.3	Compliant	
Max % Issuer (MV)	30.0	4.3	Compliant	
Max Maturity (Years)	5.0	3.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 & A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	28.9	Compliant	
Max % Issuer (MV)	5.0	2.0	Compliant	
Max Maturity (Years)	5	4	Compliant	

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	5.6	Compliant	
Max % Issuer (MV)	30.0	3.9	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	25.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES, CMOS (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	4.4	Compliant	
Max % Issuer (MV)	10.0	3.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	56.3	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

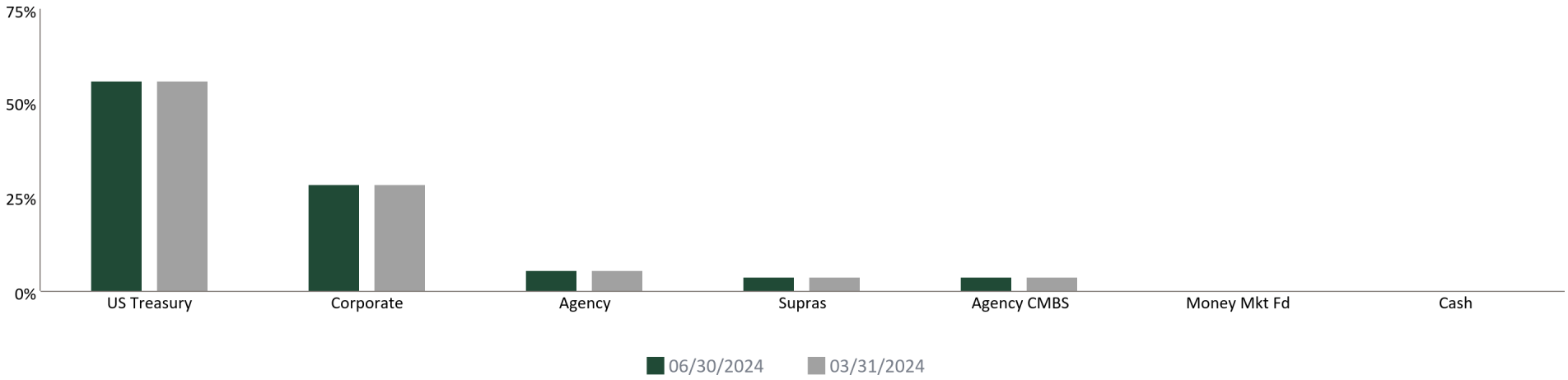
City of Rocklin | Account #11014 | As of June 30, 2024

	Benchmark*	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	2.68	2.87	2.82
Average Modified Duration	2.51	2.57	2.56
Average Purchase Yield		4.28%	4.26%
Average Market Yield	4.66%	4.85%	4.74%
Average Quality**	AA+	AA	AA
Total Market Value		55,792,348	55,353,610

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Rocklin | Account #11014 | As of June 30, 2024



Sector as a Percentage of Market Value

Sector	06/30/2024	03/31/2024
US Treasury	56.4%	56.4%
Corporate	28.7%	28.6%
Agency	5.6%	5.7%
Supras	4.3%	4.4%
Agency CMBS	4.3%	4.4%
Money Mkt Fd	0.4%	0.5%
Cash	0.2%	0.1%

ISSUERS

City of Rocklin | Account #11014 | As of June 30, 2024

Issuer	Investment Type	% Portfolio
United States	US Treasury	56.39%
FHLMC	Agency CMBS	4.33%
Farm Credit System	Agency	3.86%
Inter-American Development Bank	Supras	3.07%
Toyota Motor Corporation	Corporate	2.00%
Deere & Company	Corporate	1.95%
Bank of America Corporation	Corporate	1.76%
Federal Home Loan Banks	Agency	1.76%
Morgan Stanley	Corporate	1.73%
The Toronto-Dominion Bank	Corporate	1.36%
Caterpillar Inc.	Corporate	1.35%
PACCAR Inc	Corporate	1.35%
Royal Bank of Canada	Corporate	1.34%
National Rural Utilities Cooperative	Corporate	1.33%
Walmart Inc.	Corporate	1.32%
UnitedHealth Group Incorporated	Corporate	1.28%
International Bank for Recon and Dev	Supras	1.27%
The Home Depot, Inc.	Corporate	1.27%
Prologis, Inc.	Corporate	1.18%
State Street Corporation	Corporate	1.14%
Public Service Enterprise Group Inco	Corporate	1.12%
Honeywell International Inc.	Corporate	1.11%
JPMorgan Chase & Co.	Corporate	0.98%
BNY Mellon Corp	Corporate	0.89%
Realty Income Corporation	Corporate	0.89%
Union Pacific Corporation	Corporate	0.89%
Duke Energy Corporation	Corporate	0.86%
Apple Inc.	Corporate	0.86%

ISSUERS

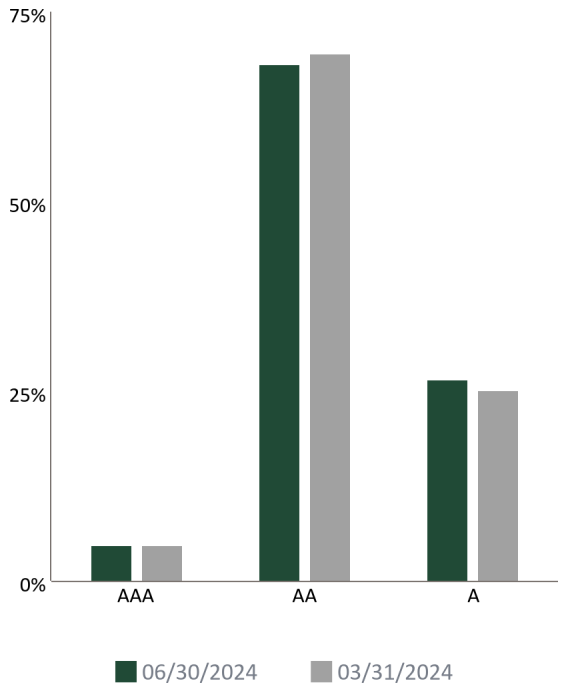
City of Rocklin | Account #11014 | As of June 30, 2024

Issuer	Investment Type	% Portfolio
Eli Lilly and Company	Corporate	0.74%
First American Govt Oblig fund	Money Mkt Fd	0.43%
Cash	Cash	0.17%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

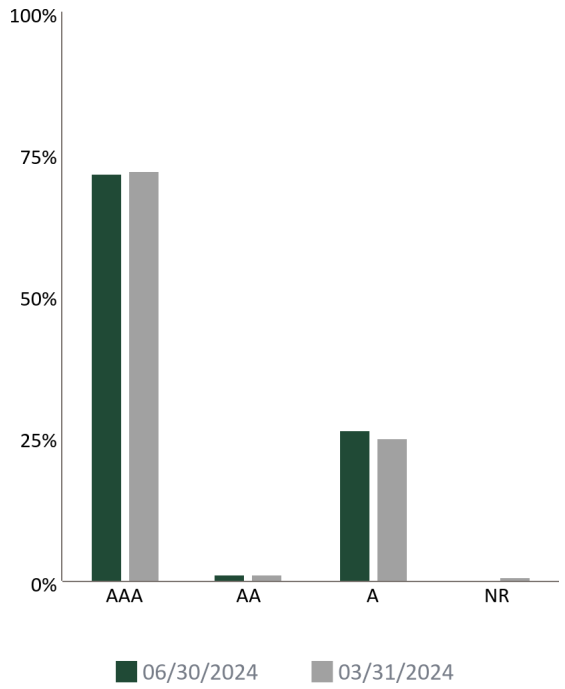
City of Rocklin | Account #11014 | As of June 30, 2024

S&P Rating



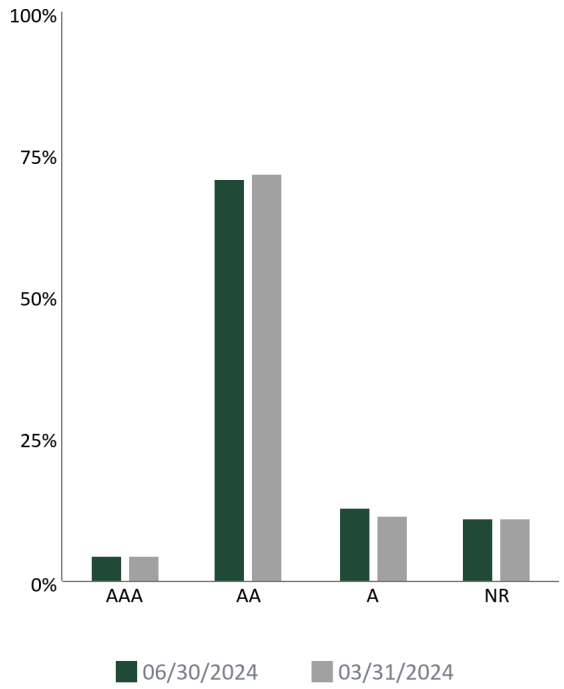
Rating	06/30/2024	03/31/2024
AAA	5.0%	4.9%
AA	68.3%	69.6%
A	26.7%	25.5%

Moody's Rating



Rating	06/30/2024	03/31/2024
AAA	72.0%	72.2%
AA	1.3%	1.4%
A	26.7%	25.3%
NR	--	1.1%

Fitch Rating

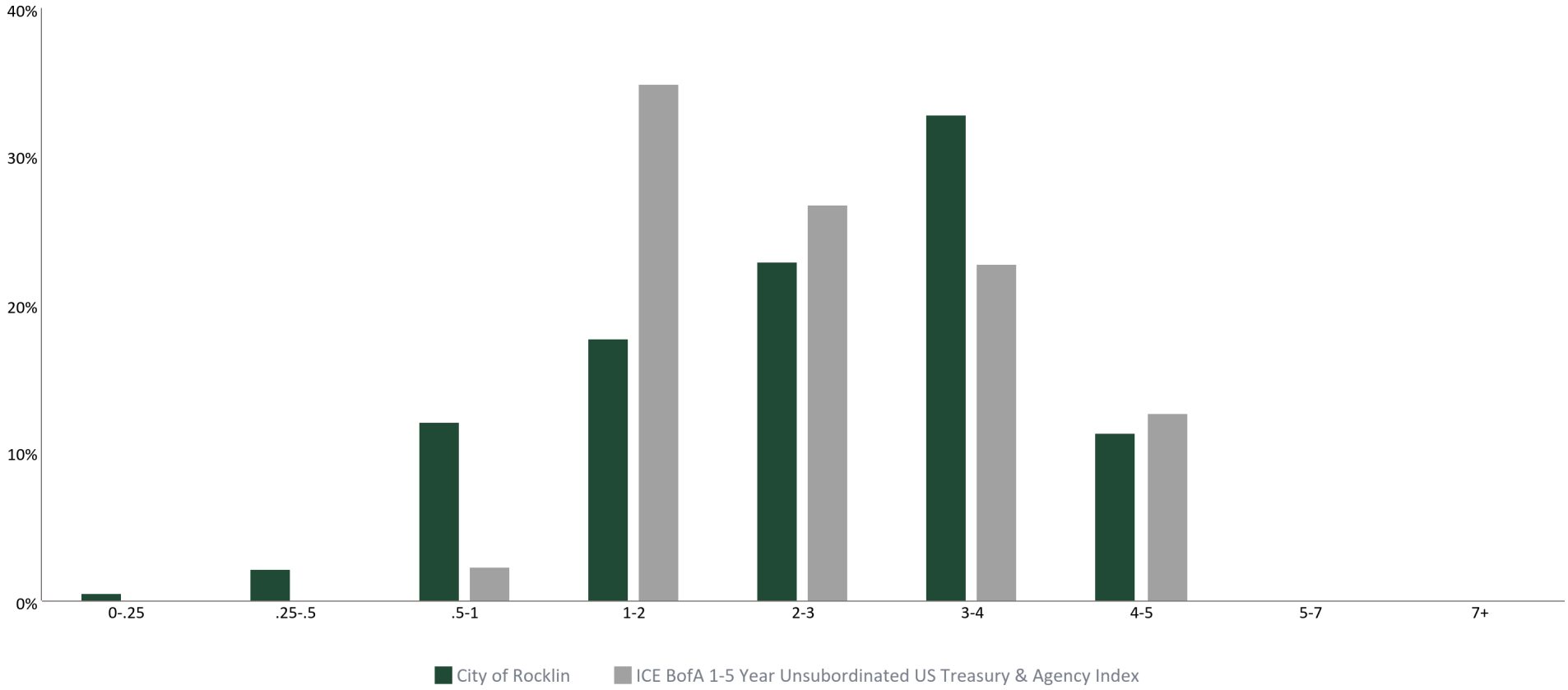


Rating	06/30/2024	03/31/2024
AAA	4.9%	4.9%
AA	70.7%	71.9%
A	13.0%	11.8%
NR	11.4%	11.5%

DURATION DISTRIBUTION

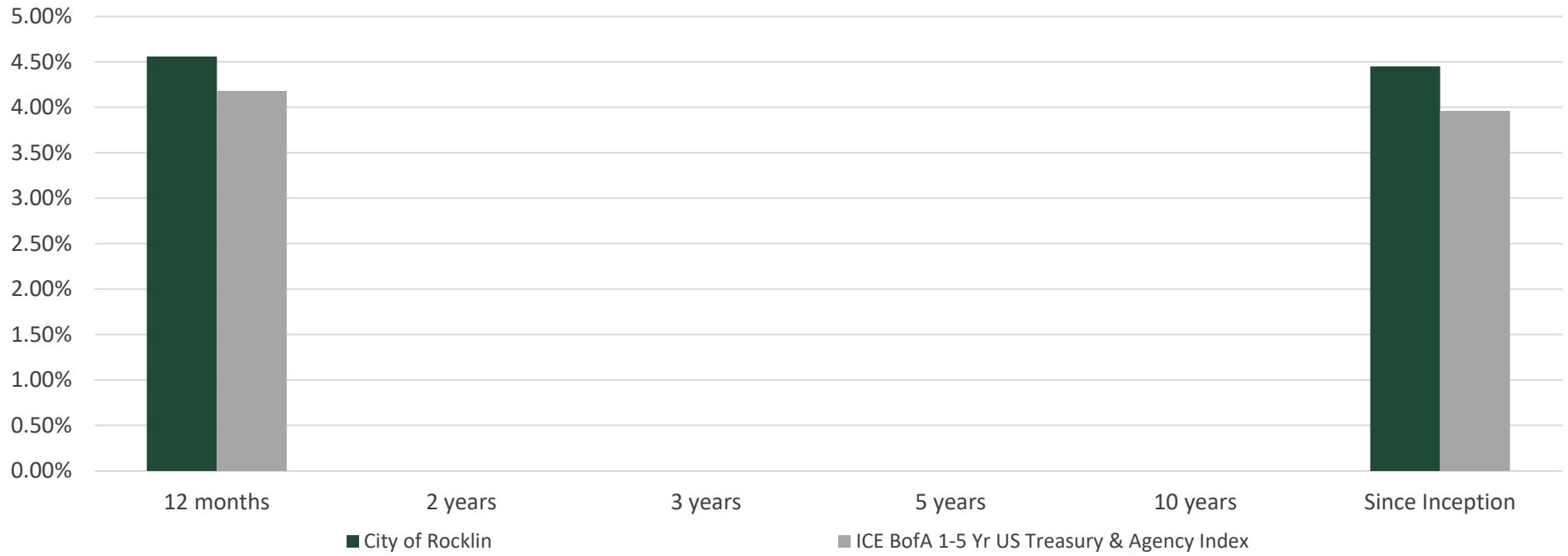
City of Rocklin | Account #11014 | As of June 30, 2024

Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	0.6%	2.2%	12.1%	17.8%	22.9%	32.9%	11.4%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.1%	2.4%	35.0%	26.8%	22.9%	12.8%	0.0%	0.0%

Total Rate of Return : Inception | 03/01/2023



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Rocklin	0.82%	4.56%					4.45%
Benchmark	*0.82%*	*4.18%*					*3.96%*

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

PORTFOLIO CHARACTERISTICS

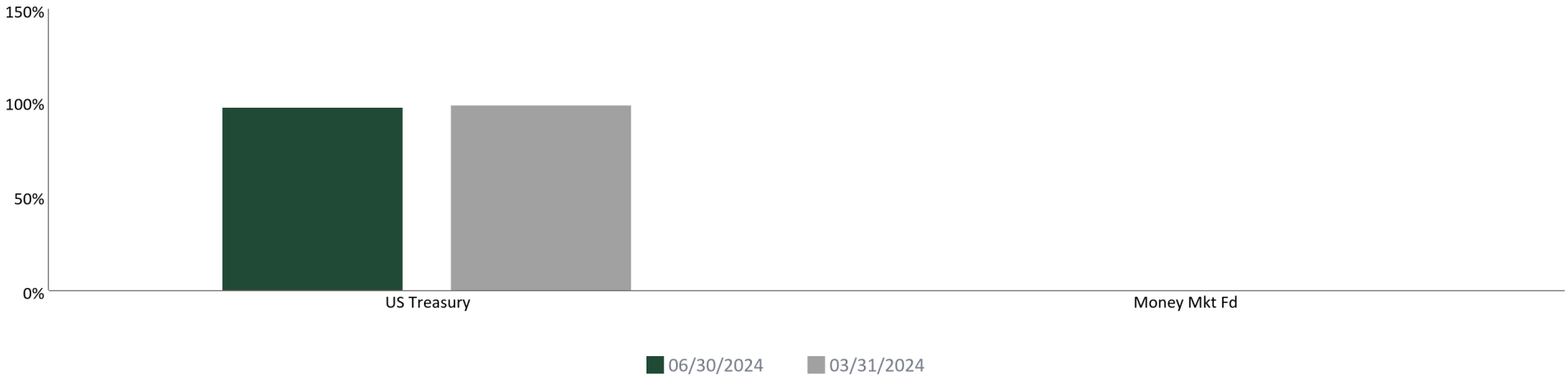
City of Rocklin Liquidity | Account #11170 | As of June 30, 2024

	Benchmark*	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	0.16	0.22	0.47
Average Modified Duration	0.16	0.22	0.40
Average Purchase Yield		5.03%	5.03%
Average Market Yield	5.30%	5.32%	5.28%
Average Quality**	AA+	AAA	AAA
Total Market Value		17,395,532	17,174,767

*Benchmark: ICE BofA 3-Month US Treasury Bill Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Rocklin Liquidity | Account #11170 | As of June 30, 2024



Sector as a Percentage of Market Value

Sector	06/30/2024	03/31/2024
US Treasury	98.9%	99.0%
Money Mkt Fd	1.1%	1.0%

ISSUERS

City of Rocklin Liquidity | Account #11170 | As of June 30, 2024

Issuer	Investment Type	% Portfolio
United States	US Treasury	98.92%
First American Govt Oblig fund	Money Mkt Fd	1.07%
Cash	Cash	0.00%
TOTAL		**100.00%**

CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

PORTFOLIO CHARACTERISTICS

City of Rocklin Cons Agg | Account #11171 | As of June 30, 2024

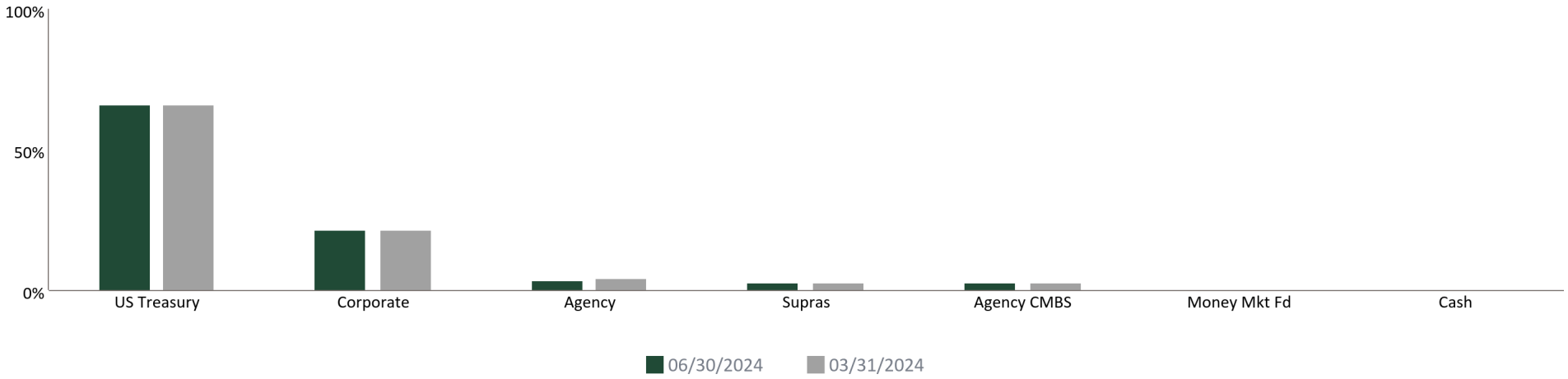
	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	2.24	2.26
Average Modified Duration	2.01	2.16
Average Purchase Yield	4.46%	4.44%
Average Market Yield	4.96%	4.86%
Average Quality**	AA	AA
Total Market Value	73,187,880	72,528,377

*Benchmark: NO BENCHMARK REQUIRED

**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Rocklin Cons Agg | Account #11171 | As of June 30, 2024



Sector as a Percentage of Market Value

Sector	06/30/2024	03/31/2024
US Treasury	66.5%	66.5%
Corporate	21.9%	21.8%
Agency	4.3%	4.3%
Supras	3.3%	3.3%
Agency CMBS	3.3%	3.3%
Money Mkt Fd	0.6%	0.6%
Cash	0.1%	0.1%

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

HOLDINGS REPORT

City of Rocklin | Account #11014 | As of June 30, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3133EPME2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028	650,000.00	06/07/2023 3.96%	647,426.00 647,974.05	98.09 4.41%	637,556.69 1,609.20	1.15% (10,417.36)	Aaa/AA+ AA+	3.94 3.60
3130AWN63	FEDERAL HOME LOAN BANKS 4.0 06/30/2028	1,000,000.00	07/13/2023 4.06%	997,340.00 997,857.92	97.21 4.78%	972,057.06 111.11	1.76% (25,800.86)	Aaa/AA+ AA+	4.00 3.64
3133EPSK2	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 08/07/2028	500,000.00	08/17/2023 4.49%	494,755.00 495,663.90	99.12 4.49%	495,617.99 8,500.00	0.90% (45.92)	Aaa/AA+ AA+	4.10 3.66
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,000,000.00	04/19/2024 4.72%	985,040.00 985,617.29	99.92 4.39%	999,232.59 9,843.75	1.81% 13,615.30	Aaa/AA+ AA+	4.78 4.23
Total Agency		**3,150,000.00**	**4.32%**	**3,124,561.00** **3,127,113.15**	**98.57** **4.53%**	**3,104,464.32** **20,064.06**	**5.62%** **(22,648.83)**	**Aaa/AA+** **AA+**	**4.25** **3.83**
AGENCY CMBS									
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	1,000,000.00	12/08/2022 4.22%	970,156.25 981,553.11	96.36 4.98%	963,584.30 2,858.33	1.74% (17,968.81)	Aaa/AA+ AAA	2.57 2.27
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	500,000.00	12/27/2022 4.33%	478,574.22 486,139.81	95.59 4.94%	477,969.85 1,351.25	0.86% (8,169.96)	Aaa/AA+ AAA	2.82 2.55
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	12/15/2022 4.06%	961,406.25 974,690.68	95.14 4.92%	951,379.20 2,597.50	1.72% (23,311.48)	Aaa/AA+ AAA	2.99 2.66
Total Agency CMBS		**2,500,000.00**	**4.18%**	**2,410,136.72** **2,442,383.60**	**95.72** **4.95%**	**2,392,933.35** **6,807.08**	**4.33%** **(49,450.25)**	**Aaa/AA+** **AAA**	**2.79** **2.48**
CASH									
CCYUSD	Receivable	95,913.34	-- 0.00%	95,913.34 95,913.34	1.00 0.00%	95,913.34 0.00	0.17% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**95,913.34**	**0.00%**	**95,913.34** **95,913.34**	**1.00** **0.00%**	**95,913.34** **0.00**	**0.17%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**
CORPORATE									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025	500,000.00	12/07/2022 4.83%	483,745.00 493,826.99	98.06 5.56%	490,277.09 766.67	0.89% (3,549.90)	A2/A- A	0.96 0.92
907818ES3	UNION PACIFIC CORP 3.75 07/15/2025	500,000.00	01/10/2023 4.60%	489,970.00 495,845.50	98.47 5.28%	492,343.95 8,645.83	0.89% (3,501.55)	A3/A- A-	1.04 0.99
69371RS23	PACCAR FINANCIAL CORP 4.95 10/03/2025	500,000.00	12/16/2022 4.61%	504,325.00 501,950.07	99.62 5.26%	498,086.03 6,050.00	0.90% (3,864.05)	A1/A+ NA	1.26 1.19
756109BE3	REALTY INCOME CORP 4.625 11/01/2025	500,000.00	-- 4.72%	498,730.00 499,411.59	98.80 5.56%	494,004.20 3,854.17	0.89% (5,407.39)	A3/A- NA	1.34 1.27
14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/06/2026	750,000.00	-- 4.60%	754,040.00 752,059.84	99.51 5.14%	746,323.67 17,500.00	1.35% (5,736.17)	A2/A A+	1.52 1.41
63743HFH0	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.45 03/13/2026	250,000.00	02/07/2023 4.73%	248,000.00 248,900.71	98.61 5.31%	246,533.72 3,337.50	0.45% (2,366.99)	A2/A- A	1.70 1.60
61747YET8	MORGAN STANLEY 4.679 07/17/2026	400,000.00	12/13/2022 5.02%	396,748.00 398,656.93	99.02 6.32%	396,079.82 8,526.18	0.72% (2,577.11)	A1/A- A+	2.05 0.99
06051GLA5	BANK OF AMERICA CORP 4.827 07/22/2026	400,000.00	12/13/2022 5.16%	396,852.00 398,690.05	99.04 6.42%	396,143.43 8,527.70	0.72% (2,546.61)	A1/A- AA-	2.06 1.00
06406RBJ5	BANK OF NEW YORK MELLON CORP 4.414 07/24/2026	500,000.00	01/31/2023 4.71%	496,640.00 498,543.47	98.88 6.09%	494,383.49 9,624.97	0.89% (4,159.99)	A1/A AA-	2.07 1.01
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	650,000.00	12/13/2022 4.24%	609,862.50 625,838.19	94.51 5.02%	614,335.03 2,708.33	1.11% (11,503.16)	A2/A A	2.34 2.22
26444HAC5	DUKE ENERGY FLORIDA LLC 3.2 01/15/2027	500,000.00	12/29/2022 4.60%	474,475.00 483,919.08	95.46 5.13%	477,320.12 7,377.78	0.86% (6,598.96)	A1/A WR	2.54 2.36
857477CL5	STATE STREET CORP 4.993 03/18/2027	630,000.00	03/13/2024 4.99%	630,000.00 630,000.00	99.88 5.04%	629,238.12 8,999.88	1.14% (761.88)	A1/A AA-	2.71 2.48
74340XBN0	PROLOGIS LP 2.125 04/15/2027	500,000.00	12/27/2022 4.71%	450,040.00 467,564.24	92.34 5.10%	461,690.00 2,243.06	0.84% (5,874.24)	A3/A WR	2.79 2.64
78016FZS6	ROYAL BANK OF CANADA 4.24 08/03/2027	250,000.00	12/16/2022 4.67%	245,507.50 246,996.12	97.30 5.20%	243,250.43 4,357.78	0.44% (3,745.69)	A1/A AA-	3.09 2.80
89115A2H4	TORONTO-DOMINION BANK 4.693 09/15/2027	250,000.00	12/16/2022 4.71%	249,847.50 249,896.78	98.51 5.20%	246,263.14 3,454.57	0.45% (3,633.63)	A1/A AA-	3.21 2.90

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EWK1	JOHN DEERE CAPITAL CORP 4.15 09/15/2027	500,000.00	12/07/2022 4.43%	494,055.00 496,001.38	97.81 4.89%	489,043.25 6,109.72	0.88% (6,958.14)	A1/A A+	3.21 2.93
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	-- 4.34%	704,875.00 719,209.16	94.01 4.94%	705,080.25 4,670.83	1.28% (14,128.91)	A2/A+ A	3.29 3.06
037833DK3	APPLE INC 3.0 11/13/2027	500,000.00	12/16/2022 4.19%	473,720.00 481,931.58	94.75 4.70%	473,725.74 2,000.00	0.86% (8,205.84)	Aaa/AA+ NA	3.37 3.14
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	250,000.00	01/17/2023 4.29%	253,425.00 252,427.85	99.03 4.90%	247,574.65 5,462.50	0.45% (4,853.21)	A1/A+ NA	3.53 3.15
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	250,000.00	01/17/2023 4.78%	254,137.50 252,932.91	99.88 5.19%	249,699.73 6,122.75	0.45% (3,233.18)	A1/A AA-	3.53 3.11
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	245,000.00	01/09/2023 4.91%	244,870.15 244,910.67	99.21 5.15%	243,063.90 5,635.68	0.44% (1,846.77)	A1/A AA-	3.54 3.13
89236TKQ7	TOYOTA MOTOR CREDIT CORP 4.625 01/12/2028	615,000.00	01/09/2023 4.64%	614,594.10 614,713.25	99.06 4.92%	609,201.69 13,352.76	1.10% (5,511.56)	A1/A+ A+	3.54 3.15
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	600,000.00	01/17/2023 5.11%	572,508.00 582,344.72	96.38 5.85%	578,301.42 10,261.07	1.05% (4,043.30)	A1/A- AA-	3.56 2.35
61747YEK7	MORGAN STANLEY 2.475 01/21/2028	600,000.00	01/18/2023 4.97%	546,606.00 565,641.08	93.24 5.62%	559,458.58 6,600.00	1.01% (6,182.51)	A1/A- A+	3.56 2.40
46625HRY8	JPMORGAN CHASE & CO 3.782 02/01/2028	565,000.00	01/30/2023 4.74%	541,219.15 547,939.26	96.34 5.75%	544,296.28 8,903.46	0.98% (3,642.99)	A1/A- AA-	3.59 2.38
931142FB4	WALMART INC 3.9 04/15/2028	750,000.00	-- 3.97%	747,942.50 748,321.39	97.43 4.65%	730,735.45 6,175.00	1.32% (17,585.95)	Aa2/AA AA	3.79 3.45
89115A2U5	TORONTO-DOMINION BANK 5.523 07/17/2028	250,000.00	08/04/2023 5.33%	252,042.50 251,671.34	101.24 5.18%	253,105.96 6,290.08	0.46% 1,434.61	A1/A AA-	4.05 3.51
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	250,000.00	08/04/2023 5.34%	248,485.00 248,758.03	100.66 5.02%	251,641.49 5,416.67	0.46% 2,883.45	A1/A AA-	4.09 3.57
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	650,000.00	11/30/2023 4.92%	615,478.50 619,661.72	95.35 4.90%	619,776.12 7,908.33	1.12% 114.40	A1/A WR	4.17 3.76
74340XBX8	PROLOGIS LP 4.0 09/15/2028	200,000.00	12/06/2023 4.91%	192,340.00 193,245.31	96.24 5.00%	192,474.98 2,355.56	0.35% (770.33)	A3/A NA	4.21 3.77
89236TLL7	TOYOTA MOTOR CREDIT CORP 4.65 01/05/2029	500,000.00	01/12/2024 4.46%	504,095.00 503,720.47	98.78 4.96%	493,885.16 11,366.67	0.89% (9,835.31)	A1/A+ A+	4.52 3.93

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Rocklin | Account #11014 | As of June 30, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXH7	JOHN DEERE CAPITAL CORP 4.5 01/16/2029	600,000.00	01/12/2024 4.38%	603,108.00 602,825.45	98.30 4.92%	589,810.27 12,975.00	1.07% (13,015.19)	A1/A A+	4.55 3.97
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	415,000.00	02/07/2024 4.51%	414,726.10 414,747.54	99.16 4.70%	411,499.65 7,366.25	0.74% (3,247.88)	A1/A+ NA	4.61 4.04
437076CW0	HOME DEPOT INC 4.9 04/15/2029	700,000.00	04/16/2024 5.18%	691,593.00 691,934.26	100.17 4.86%	701,200.63 7,241.11	1.27% 9,266.37	A2/A A	4.79 4.19
Total Corporate		**16,270,000.00**	**4.68%**	**15,898,603.00 16,025,036.93**	**97.59 5.21%**	**15,869,847.38 232,187.85**	**28.72% (155,189.55)**	**A1/A A+**	**3.04 2.59**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	235,933.85	-- 4.92%	235,933.85 235,933.85	1.00 4.92%	235,933.85 0.00	0.43% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**235,933.85**	**4.92%**	**235,933.85 235,933.85**	**1.00 4.92%**	**235,933.85 0.00**	**0.43% 0.00**	**Aaa/ AAAm AAA**	**0.00 0.00**
SUPRANATIONAL									
4581X0EH7	INTER-AMERICAN DEVELOPMENT BANK 4.0 01/12/2028	550,000.00	03/19/2024 4.51%	540,254.00 540,968.15	98.14 4.58%	539,775.56 10,327.78	0.98% (1,192.59)	Aaa/AAA NA	3.54 3.19
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.625 08/01/2028	700,000.00	01/18/2024 4.14%	713,846.00 712,497.42	100.45 4.50%	703,143.97 13,489.58	1.27% (9,353.45)	Aaa/AAA NA	4.09 3.62
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	700,000.00	01/18/2024 4.14%	670,110.00 672,939.09	94.71 4.51%	662,992.86 6,258.68	1.20% (9,946.23)	Aaa/AAA NA	4.22 3.85
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	500,000.00	02/16/2024 4.40%	493,885.00 494,324.90	98.60 4.46%	492,988.29 8,651.04	0.89% (1,336.61)	Aaa/AAA NA	4.63 4.09
Total Supranational		**2,450,000.00**	**4.28%**	**2,418,095.00 2,420,729.57**	**97.96 4.51%**	**2,398,900.68 38,727.08**	**4.34% (21,828.89)**	**Aaa/AAA NA**	**4.11 3.69**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
US TREASURY									
91282CGD7	UNITED STATES TREASURY 4.25 12/31/2024	1,250,000.00	01/04/2023 4.38%	1,246,875.00 1,249,212.29	99.46 5.36%	1,243,225.10 144.36	2.25% (5,987.19)	Aaa/AA+ AA+	0.50 0.49
91282CGG0	UNITED STATES TREASURY 4.125 01/31/2025	1,250,000.00	02/07/2023 4.45%	1,242,333.98 1,247,730.94	99.31 5.34%	1,241,320.80 21,531.59	2.25% (6,410.14)	Aaa/AA+ AA+	0.59 0.56
9128284R8	UNITED STATES TREASURY 2.875 05/31/2025	1,250,000.00	12/27/2022 4.27%	1,210,205.08 1,234,981.35	97.94 5.20%	1,224,279.79 3,043.89	2.22% (10,701.57)	Aaa/AA+ AA+	0.92 0.89
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	1,250,000.00	01/24/2023 4.02%	1,217,529.30 1,237,004.27	97.88 5.17%	1,223,522.95 1,571.04	2.21% (13,481.32)	Aaa/AA+ AA+	0.96 0.93
91282CEY3	UNITED STATES TREASURY 3.0 07/15/2025	1,250,000.00	12/08/2022 4.12%	1,215,527.34 1,236,232.73	97.90 5.10%	1,223,742.68 17,307.69	2.21% (12,490.06)	Aaa/AA+ AA+	1.04 0.99
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	1,250,000.00	01/19/2023 3.88%	1,227,197.27 1,240,032.92	97.90 5.06%	1,223,779.30 14,702.09	2.21% (16,253.62)	Aaa/AA+ AA+	1.13 1.08
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	1,250,000.00	12/07/2022 4.02%	1,257,519.53 1,253,398.95	99.06 5.00%	1,238,281.25 11,176.57	2.24% (15,117.70)	Aaa/AA+ AA+	1.29 1.23
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	1,250,000.00	12/13/2022 4.00%	1,267,041.02 1,258,017.43	99.39 4.96%	1,242,431.64 7,184.10	2.25% (15,585.79)	Aaa/AA+ AA+	1.38 1.31
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	1,250,000.00	12/13/2022 3.91%	1,253,271.48 1,251,587.98	98.71 4.93%	1,233,886.73 2,185.79	2.23% (17,701.26)	Aaa/AA+ AA+	1.46 1.40
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	1,250,000.00	02/06/2023 4.09%	1,242,724.61 1,246,182.62	98.50 4.90%	1,231,201.18 22,355.77	2.23% (14,981.45)	Aaa/AA+ AA+	1.54 1.45
9128286X3	UNITED STATES TREASURY 2.125 05/31/2026	1,250,000.00	12/13/2022 3.87%	1,179,541.02 1,211,035.74	95.23 4.76%	1,190,332.03 2,249.83	2.15% (20,703.71)	Aaa/AA+ AA+	1.92 1.84
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,250,000.00	12/07/2022 3.81%	1,167,626.95 1,200,335.58	94.10 4.65%	1,176,269.53 3,192.93	2.13% (24,066.05)	Aaa/AA+ AA+	2.38 2.27
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,250,000.00	02/06/2023 3.88%	1,174,853.52 1,200,942.50	94.28 4.59%	1,178,466.80 10,585.51	2.13% (22,475.70)	Aaa/AA+ AA+	2.63 2.48
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	1,250,000.00	06/25/2024 4.51%	1,241,552.73 1,241,595.31	99.20 4.57%	1,239,990.24 15,591.03	2.24% (1,605.07)	Aaa/AA+ AA+	2.71 2.50
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	1,200,000.00	01/12/2023 3.68%	1,145,109.38 1,164,203.32	94.79 4.54%	1,137,421.87 7,540.98	2.06% (26,781.45)	Aaa/AA+ AA+	2.75 2.60

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	750,000.00	01/18/2024 4.09%	717,363.28 721,515.66	94.95 4.52%	712,148.44 8,612.64	1.29% (9,367.23)	Aaa/AA+ AA+	3.08 2.88
91282CFZ9	UNITED STATES TREASURY 3.875 11/30/2027	1,250,000.00	12/07/2022 3.65%	1,262,695.31 1,258,707.95	98.10 4.48%	1,226,220.70 4,102.63	2.22% (32,487.25)	Aaa/AA+ AA+	3.42 3.15
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	1,250,000.00	12/28/2022 3.96%	1,245,334.43 1,246,729.24	98.08 4.47%	1,226,025.39 131.62	2.22% (20,703.85)	Aaa/AA+ AA+	3.50 3.23
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	1,250,000.00	02/03/2023 3.61%	1,243,505.86 1,245,329.22	96.85 4.46%	1,210,595.70 18,269.23	2.19% (34,733.52)	Aaa/AA+ AA+	3.59 3.27
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	1,250,000.00	-- 4.09%	1,224,394.53 1,229,346.09	97.15 4.42%	1,214,404.30 3,837.94	2.20% (14,941.79)	Aaa/AA+ AA+	3.92 3.59
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	1,750,000.00	09/08/2023 4.34%	1,752,392.58 1,752,005.24	99.88 4.40%	1,747,949.21 25,590.18	3.16% (4,056.03)	Aaa/AA+ AA+	4.17 3.72
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	800,000.00	10/30/2023 4.83%	801,468.75 801,272.60	101.87 4.40%	814,937.50 6,570.65	1.47% 13,664.91	Aaa/AA+ AA+	4.34 3.85
912810FF0	UNITED STATES TREASURY 5.25 11/15/2028	1,000,000.00	01/18/2024 4.00%	1,054,101.56 1,049,066.00	103.46 4.37%	1,034,609.38 6,705.16	1.87% (14,456.62)	Aaa/AA+ AA+	4.38 3.87
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	1,250,000.00	01/17/2024 4.03%	1,234,619.14 1,236,022.04	97.45 4.38%	1,218,066.40 127.38	2.20% (17,955.64)	Aaa/AA+ AA+	4.50 4.09
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	800,000.00	03/19/2024 4.31%	797,968.75 798,084.60	99.55 4.36%	796,406.25 11,364.13	1.44% (1,678.35)	Aaa/AA+ AA+	4.67 4.13
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	500,000.00	05/29/2024 4.66%	450,019.53 450,902.67	91.32 4.37%	456,601.56 1,516.64	0.83% 5,698.89	Aaa/AA+ AA+	4.87 4.51
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	1,250,000.00	06/25/2024 4.27%	1,262,841.80 1,262,806.13	100.68 4.34%	1,258,496.10 4,764.34	2.28% (4,310.03)	Aaa/AA+ AA+	4.92 4.36
Total US Treasury		**31,800,000.00**	**4.08%**	**31,335,613.73 31,524,281.36**	**98.05 4.73%**	**31,164,612.79 231,955.75**	**56.39% (359,668.58)**	**Aaa/AA+ AA+**	**2.59 2.38**
Total Portfolio		**56,501,847.19**	**4.28%**	**55,518,856.65 55,871,391.80**	**97.26 4.85%**	**55,262,605.71 529,741.83**	**100.00% (608,786.09)**	**Aa2/AA- AA**	**2.87 2.57**
Total Market Value + Accrued						**55,792,347.54**			

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Rocklin Liquidity | Account #11170 | As of June 30, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	751.33	-- 0.00%	751.33 751.33	1.00 0.00%	751.33 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**751.33**	**0.00%**	**751.33** **751.33**	**1.00** **0.00%**	**751.33** **0.00**	**0.00%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	185,877.54	-- 4.92%	185,877.54 185,877.54	1.00 4.92%	185,877.54 0.00	1.07% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**185,877.54**	**4.92%**	**185,877.54** **185,877.54**	**1.00** **4.92%**	**185,877.54** **0.00**	**1.07%** **0.00**	**Aaa/ AAAm AAA**	**0.00** **0.00**
US TREASURY									
912828D56	UNITED STATES TREASURY 2.375 08/15/2024	7,100,000.00	01/11/2024 5.10%	6,988,230.47 7,076,714.68	99.62 5.35%	7,073,097.67 63,466.00	40.83% (3,617.01)	Aaa/AA+ AA+	0.13 0.13
91282CCX7	UNITED STATES TREASURY 0.375 09/15/2024	5,100,000.00	01/11/2024 5.03%	4,944,609.38 5,052,187.50	98.98 5.28%	5,048,203.13 5,612.77	29.14% (3,984.38)	Aaa/AA+ AA+	0.21 0.21
91282CDH1	UNITED STATES TREASURY 0.75 11/15/2024	5,100,000.00	01/11/2024 4.94%	4,926,281.25 5,022,729.00	98.31 5.35%	5,013,638.69 4,885.19	28.94% (9,090.31)	Aaa/AA+ AA+	0.38 0.37
Total US Treasury		**17,300,000.00**	**5.03%**	**16,859,121.10** **17,151,631.18**	**99.05** **5.33%**	**17,134,939.49** **73,963.96**	**98.92%** **(16,691.69)**	**Aaa/AA+** **AA+**	**0.22** **0.22**
Total Portfolio		**17,486,628.87**	**5.03%**	**17,045,749.97** **17,338,260.05**	**97.99** **5.32%**	**17,321,568.36** **73,963.96**	**100.00%** **(16,691.69)**	**Aaa/AA+** **AA+**	**0.22** **0.22**
Total Market Value + Accrued						**17,395,532.32**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Rocklin | Account #11014|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/18/2024	437076CW0	700,000.00	HOME DEPOT INC 4.9 04/15/2029	98.799	5.18%	(691,593.00)	(285.83)	(691,878.83)	0.00
Purchase	04/22/2024	3133ERAK7	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	98.504	4.72%	(985,040.00)	(1,458.33)	(986,498.33)	0.00
Purchase	05/30/2024	9128286T2	500,000.00	UNITED STATES TREASURY 2.375 05/15/2029	90.004	4.66%	(450,019.53)	(484.04)	(450,503.57)	0.00
Purchase	06/26/2024	91282CKT7	1,250,000.00	UNITED STATES TREASURY 4.5 05/31/2029	101.027	4.27%	(1,262,841.80)	(3,995.90)	(1,266,837.70)	0.00
Purchase	06/26/2024	91282CKE0	1,250,000.00	UNITED STATES TREASURY 4.25 03/15/2027	99.324	4.51%	(1,241,552.73)	(14,869.23)	(1,256,421.96)	0.00
Total Purchase			**4,700,000.00**				**(4,631,047.06)**	**(21,093.33)**	**(4,652,140.39)**	**0.00**
TOTAL ACQUISITIONS			**4,700,000.00**				**(4,631,047.06)**	**(21,093.33)**	**(4,652,140.39)**	**0.00**
DISPOSITIONS										
Sale	04/18/2024	023135CN4	(500,000.00)	AMAZON.COM INC 4.6 12/01/2025	99.105	4.53%	495,525.00	8,752.78	504,277.78	(4,996.07)
Sale	04/22/2024	3133ENZ94	(1,000,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 11/18/2024	99.500	4.47%	995,000.00	19,250.00	1,014,250.00	(5,666.02)
Sale	05/30/2024	91282CFN6	(450,000.00)	UNITED STATES TREASURY 4.25 09/30/2024	99.617	4.33%	448,277.34	3,135.25	451,412.59	(1,624.92)
Sale	06/26/2024	91282CFQ9	(1,250,000.00)	UNITED STATES TREASURY 4.375 10/31/2024	99.645	4.33%	1,245,556.64	8,470.62	1,254,027.26	(4,631.27)

TRANSACTION LEDGER

City of Rocklin | Account #11014|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	06/26/2024	91282CFN6	(1,000,000.00)	UNITED STATES TREASURY 4.25 09/30/2024	99.703	4.33%	997,031.25	10,102.46	1,007,133.71	(2,799.22)
Total Sale			**(4,200,000.00)**				**4,181,390.23**	**49,711.11**	**4,231,101.34**	**(19,717.51)**
TOTAL DISPOSITIONS			**(4,200,000.00)**				**4,181,390.23**	**49,711.11**	**4,231,101.34**	**(19,717.51)**

IMPORTANT DISCLOSURES

2024 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

BENCHMARK DISCLOSURES

City of Rocklin | Account #11014 | As of June 30, 2024

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

OFFICE OF TRISTAN BUTCHER
TREASURER-TAX COLLECTOR

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of June 30, 2024 (Restated)

2976 Richardson Drive, Auburn, CA 95603
Phone: (530) 889-4120 | Fax: (530) 889-4123
www.placer.ca.gov/tax

PREFACE

Placer County Treasurer's Pooled Investment Report

June 30, 2024

For the purpose of clarity, the following glossary of investment terms has been provided.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Government Code 53646 Compliance Report

The following information is a monthly update of funds on deposit in the Placer County Treasury pursuant to California Government code Section 53646. Further details of individual investments are included in the Treasurer's Monthly Investment Report. All investment transactions and decisions have been made with full compliance with California Government Code and Placer County's Statement of Investment Policy.

Individual securities are priced at the end of each month by Wells Fargo Bank.

The Weighted Average Maturity of the investments with the Treasury is 582 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $551,107,822.63 in cash and investments maturing in the next 180 days.

General Fund
Portfolio Management
Portfolio Summary
June 30, 2024

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LGIP	125,000,000.00	125,000,000.00	125,000,000.00	5.09	1	1	5.047	5.118
U.S. Treasury Coupons	670,000,000.00	650,058,547.80	658,215,889.49	26.79	1,145	624	3.383	3.430
mPower Placer - Long Term	3,264,924.45	2,842,039.25	3,268,907.77	0.13	7,340	4,462	4.076	4.132
Federal Agency Coupons	1,459,000,000.00	1,439,412,310.00	1,458,845,096.87	59.38	1,078	610	3.502	3.551
Collateralized Inactive Bank Deposi	20,000,000.00	20,000,000.00	20,000,000.00	0.81	1	1	4.438	4.500
Negotiable Certificates of Deposit	70,000,000.00	69,938,500.00	70,000,000.00	2.85	327	219	5.363	5.437
Collateralized CDs	23,000,000.00	23,000,000.00	23,000,000.00	0.94	552	215	4.925	4.993
Commercial Paper Disc. -Amortizing	80,000,000.00	80,000,000.00	80,000,000.00	3.26	3	0	5.262	5.335
Local Agency Bond	9,864,777.57	9,506,119.58	9,864,777.57	0.40	7,034	4,878	2.985	3.027
mPower Placer	8,166,820.52	6,759,790.50	8,166,820.52	0.33	7,706	5,402	3.662	3.713
mPower - Folsom	429,225.47	379,219.03	429,225.47	0.02	7,683	4,563	3.260	3.305
Investments	**2,468,725,748.01**	**2,426,896,526.16**	**2,456,790,717.69**	**100.00%**	**1,027**	**582**	**3.679**	**3.730**
Cash								
Passbook/Checking (not included in yield calculations)	56,056,259.43	56,056,259.43	56,056,259.43		1	1	0.000	0.000
Total Cash and Investments	**2,524,782,007.44**	**2,482,952,785.59**	**2,512,846,977.12**		**1,027**	**582**	**3.679**	**3.730**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	7,606,789.88	81,704,680.39	81,704,680.39
Average Daily Balance	**2,506,336,926.07**	**2,411,344,723.71**	
Effective Rate of Return	**3.69%**	**3.38%**	

8/21/24

JONATHAN SCHMIDT, ASST. TREASURER-TAX COLLECTOR

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
LGIP											
LGIP	22486	California Asset Mgm't Prog			90,000,000.00	90,000,000.00	90,000,000.00	5.000	5.000	1	
SYS23345	23345	CalTRUST		04/05/2024	35,000,000.00	35,000,000.00	35,000,000.00	5.420	5.420	1	
		Subtotal and Average	**125,000,000.00**		**125,000,000.00**	**125,000,000.00**	**125,000,000.00**		**5.118**	**1**	
U.S. Treasury Coupons											
91282CBH3	20549	U. S. TREASURY COUPON		03/10/2021	10,000,000.00	9,319,900.00	9,934,222.94	0.375	0.773	579	01/31/2026
9128282U3	20550	U. S. TREASURY COUPON		03/10/2021	10,000,000.00	9,939,300.00	10,023,678.03	1.875	0.443	61	08/31/2024
912828Z52	20551	U. S. TREASURY COUPON		03/10/2021	10,000,000.00	9,776,000.00	10,047,230.76	1.375	0.559	214	01/31/2025
91282CAJ0	20553	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,461,300.00	9,950,723.84	0.250	0.680	426	08/31/2025
91282CAB7	20556	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,496,500.00	9,956,332.37	0.250	0.660	395	07/31/2025
91282CBH3	20557	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,319,900.00	9,937,223.70	0.375	0.753	579	01/31/2026
91282CBQ3	20558	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,311,700.00	9,953,492.60	0.500	0.786	607	02/28/2026
912828ZT0	20569	U. S. TREASURY COUPON		03/19/2021	10,000,000.00	9,562,200.00	9,962,917.62	0.250	0.662	334	05/31/2025
912828ZW3	20575	U. S. TREASURY COUPON		03/25/2021	10,000,000.00	9,531,000.00	9,963,586.13	0.250	0.621	364	06/30/2025
91282CAM3	20590	U. S. TREASURY COUPON		04/07/2021	10,000,000.00	9,428,900.00	9,938,847.74	0.250	0.749	456	09/30/2025
912828Y87	20591	U. S. TREASURY COUPON		04/07/2021	10,000,000.00	9,970,300.00	10,010,838.15	1.750	0.421	30	07/31/2024
912828ZT0	20600	U. S. TREASURY COUPON		04/09/2021	10,000,000.00	9,562,200.00	9,963,437.71	0.250	0.656	334	05/31/2025
91282CAB7	20601	U. S. TREASURY COUPON		04/09/2021	10,000,000.00	9,496,500.00	9,952,162.09	0.250	0.700	395	07/31/2025
91282CAB7	20612	U. S. TREASURY COUPON		04/15/2021	10,000,000.00	9,496,500.00	9,956,702.41	0.250	0.656	395	07/31/2025
91282CCL3	21049	U. S. TREASURY COUPON		08/06/2021	10,000,000.00	9,980,800.00	9,999,918.53	0.375	0.396	14	07/15/2024
91282CCL3	21059	U. S. TREASURY COUPON		08/13/2021	10,000,000.00	9,980,800.00	9,999,866.74	0.375	0.410	14	07/15/2024
91282CCL3	21140	U. S. TREASURY COUPON		10/08/2021	10,000,000.00	9,980,800.00	9,999,480.71	0.375	0.512	14	07/15/2024
91282CCL3	21152	U. S. TREASURY COUPON		10/19/2021	10,000,000.00	9,980,800.00	9,998,988.28	0.375	0.642	14	07/15/2024
91282CCL3	21196	U. S. TREASURY COUPON		11/10/2021	10,000,000.00	9,980,800.00	9,998,747.44	0.375	0.705	14	07/15/2024
91282CEY3	22473	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	19,579,800.00	19,792,444.09	3.000	4.054	379	07/15/2025
9128282A7	22474	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	18,715,600.00	19,090,797.75	1.500	3.799	775	08/15/2026
9128282R0	22475	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	18,686,800.00	19,179,969.88	2.250	3.681	1,140	08/15/2027
9128283W8	22476	U. S. TREASURY COUPON		04/21/2023	10,000,000.00	9,428,500.00	9,705,135.58	2.750	3.644	1,324	02/15/2028
91282CGG0	22558	U. S. TREASURY COUPON		06/12/2023	5,000,000.00	4,965,300.00	4,980,462.23	4.125	4.825	214	01/31/2025
9128283W8	22593	U. S. TREASURY COUPON		06/29/2023	20,000,000.00	18,857,000.00	19,078,110.22	2.750	4.161	1,324	02/15/2028
91282CFE6	22609	U. S. TREASURY COUPON		07/06/2023	10,000,000.00	9,790,200.00	9,802,245.46	3.125	5.002	410	08/15/2025
91282CHH7	22612	U. S. TREASURY COUPON		07/10/2023	10,000,000.00	9,885,200.00	9,911,458.33	4.125	4.614	714	06/15/2026
91282CGL9	22613	U. S. TREASURY COUPON		07/10/2023	10,000,000.00	9,864,800.00	9,890,694.01	4.000	4.722	594	02/15/2026
91282CEU1	22614	U. S. TREASURY COUPON		07/10/2023	20,000,000.00	19,576,400.00	19,623,070.11	2.875	4.968	349	06/15/2025
91282CFE6	22615	U. S. TREASURY COUPON		07/10/2023	15,000,000.00	14,685,300.00	14,721,866.85	3.125	4.882	410	08/15/2025
91282CEQ0	23052	U. S. TREASURY COUPON		08/28/2023	10,000,000.00	9,793,200.00	9,803,948.68	2.750	5.127	318	05/15/2025
91282CHU8	23055	U. S. TREASURY COUPON		08/28/2023	10,000,000.00	9,934,400.00	9,935,148.31	4.375	4.705	775	08/15/2026
91282CGE5	23116	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,699,200.00	19,696,069.04	3.875	4.927	563	01/15/2026

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
91282CHM6	23117	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,914,000.00	19,874,825.52	4.500	4.829	744	07/15/2026
912828X88	23118	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	18,836,000.00	18,772,188.22	2.375	4.723	1,048	05/15/2027
9128284N7	23119	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	18,894,600.00	18,779,759.41	2.875	4.642	1,414	05/15/2028
91282CGE5	23129	U. S. TREASURY COUPON		10/20/2023	10,000,000.00	9,849,600.00	9,818,255.27	3.875	5.137	563	01/15/2026
91282CHM6	23130	U. S. TREASURY COUPON		10/20/2023	10,000,000.00	9,957,000.00	9,891,779.28	4.500	5.073	744	07/15/2026
912828X88	23131	U. S. TREASURY COUPON		10/20/2023	15,000,000.00	14,127,000.00	13,970,750.19	2.375	5.014	1,048	05/15/2027
9128284N7	23132	U. S. TREASURY COUPON		10/20/2023	15,000,000.00	14,170,950.00	13,923,773.59	2.875	4.968	1,414	05/15/2028
91282CHM6	23150	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	9,957,000.00	9,973,956.21	4.500	4.635	744	07/15/2026
91282CGE5	23151	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	9,849,600.00	9,874,801.03	3.875	4.738	563	01/15/2026
91282CHB0	23152	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	9,796,100.00	9,819,238.60	3.625	4.659	683	05/15/2026
9128284V9	23203	U. S. TREASURY COUPON		12/21/2023	20,000,000.00	18,843,800.00	19,218,856.68	2.875	3.920	1,506	08/15/2028
91282CHM6	23204	U. S. TREASURY COUPON		12/21/2023	40,000,000.00	39,828,000.00	40,258,057.63	4.500	4.162	744	07/15/2026
91282CHB0	23205	U. S. TREASURY COUPON		12/21/2023	10,000,000.00	9,796,100.00	9,902,539.95	3.625	4.176	683	05/15/2026
91282CGE5	23206	U. S. TREASURY COUPON		12/21/2023	20,000,000.00	19,699,200.00	19,878,984.79	3.875	4.289	563	01/15/2026
91282CEY3	23399	U. S. TREASURY COUPON		05/28/2024	50,000,000.00	49,501,697.80	49,498,304.79	3.000	5.111	379	07/15/2025
		Subtotal and Average	**660,317,999.57**		**670,000,000.00**	**650,058,547.80**	**658,215,889.49**		**3.430**	**624**	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	862,741.56	750,102.02	862,741.56	4.000	3.999	4,080	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	1,921,451.10	1,653,139.67	1,921,451.10	4.000	4.000	4,446	09/02/2036
72601FAC2	2018B	Public Finance Authority		06/28/2018	480,731.79	438,797.56	484,715.11	5.050	4.894	5,205	10/01/2038
		Subtotal and Average	**3,268,945.52**		**3,264,924.45**	**2,842,039.25**	**3,268,907.77**		**4.132**	**4,462**	
Federal Agency Coupons											
3133EMMQ2	20500	FEDERAL FARM CREDIT BANK		01/29/2021	10,000,000.00	9,730,200.00	9,999,460.67	0.300	0.310	196	01/13/2025
3133EMYE6	20641	FEDERAL FARM CREDIT BANK		05/04/2021	10,000,000.00	9,331,300.00	9,996,316.67	1.000	1.021	672	05/04/2026
3133EM2U5	21068	FEDERAL FARM CREDIT BANK		08/19/2021	10,000,000.00	9,926,200.00	10,000,000.00	0.460	0.460	49	08/19/2024
3133EMZ70	21069	FEDERAL FARM CREDIT BANK		08/19/2021	10,000,000.00	9,703,900.00	9,996,936.45	0.480	0.531	224	02/10/2025
3133EM3E0	21107	FEDERAL FARM CREDIT BANK		09/09/2021	10,000,000.00	9,581,300.00	9,998,793.10	0.610	0.624	326	05/23/2025
3133ELQ56	21260	FEDERAL FARM CREDIT BANK		12/17/2021	5,000,000.00	4,999,300.00	4,999,972.68	0.570	0.769	1	07/02/2024
3133ERGR6	23409	FEDERAL FARM CREDIT BANK		06/05/2024	20,000,000.00	20,009,800.00	20,000,000.00	5.050	5.056	389	07/25/2025
3133ERGP0	23410	FEDERAL FARM CREDIT BANK		06/05/2024	20,000,000.00	19,983,000.00	20,000,000.00	5.060	5.064	371	07/07/2025
3130AKMA1	20499	FEDERAL HOME LOAN BANK		01/29/2021	10,000,000.00	9,722,200.00	9,999,649.34	0.320	0.326	205	01/22/2025
3130AKWV4	20503	FEDERAL HOME LOAN BANK		02/01/2021	10,000,000.00	9,308,000.00	9,999,368.19	0.500	0.504	577	01/29/2026
3130AKMR4	20508	FEDERAL HOME LOAN BANK		02/03/2021	10,000,000.00	9,731,300.00	9,999,181.43	0.330	0.345	198	01/15/2025
3130AKMR4	20509	FEDERAL HOME LOAN BANK		02/03/2021	10,000,000.00	9,731,300.00	9,999,181.43	0.330	0.345	198	01/15/2025
3130ALTH7	20579	FEDERAL HOME LOAN BANK		03/30/2021	10,000,000.00	9,877,500.00	10,000,000.00	0.510	0.510	91	09/30/2024
3130ALCV4	20609	FEDERAL HOME LOAN BANK		04/14/2021	10,000,000.00	9,334,100.00	9,972,247.60	0.750	0.923	603	02/24/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130AMF23	20679	FEDERAL HOME LOAN BANK		05/26/2021	10,000,000.00	9,878,100.00	9,999,929.17	0.500	0.503	87	09/26/2024
3130AMHQ8	20689	FEDERAL HOME LOAN BANK		06/01/2021	10,000,000.00	9,698,400.00	10,000,000.00	0.625	0.625	241	02/27/2025
3130AMHH8	20690	FEDERAL HOME LOAN BANK		06/01/2021	10,000,000.00	9,956,600.00	10,000,000.00	0.410	0.410	31	08/01/2024
3130AMXJ6	20722	FEDERAL HOME LOAN BANK		06/30/2021	10,000,000.00	9,877,300.00	10,000,000.00	0.500	0.542	91	09/30/2024
3130AMZQ8	21004	FEDERAL HOME LOAN BANK		07/02/2021	10,000,000.00	9,921,100.00	9,999,818.54	0.510	0.521	60	08/30/2024
3130ANJD3	21083	FEDERAL HOME LOAN BANK		08/26/2021	5,000,000.00	4,663,900.00	5,000,000.00	0.900	0.780	786	08/26/2026
3130ANRX0	21084	FEDERAL HOME LOAN BANK		08/26/2021	5,000,000.00	4,635,850.00	5,000,000.00	1.250	1.000	786	08/26/2026
3130ANVS6	21092	FEDERAL HOME LOAN BANK		08/30/2021	10,000,000.00	9,221,500.00	10,000,000.00	1.000	1.001	786	08/26/2026
3130ANW22	21093	FEDERAL HOME LOAN BANK		08/30/2021	5,000,000.00	4,670,950.00	5,000,000.00	0.850	0.850	604	02/25/2026
3130AP3J2	21130	FEDERAL HOME LOAN BANK		09/30/2021	10,000,000.00	9,725,100.00	9,997,126.25	0.550	0.600	213	01/30/2025
3130APMK8	21202	FEDERAL HOME LOAN BANK		11/16/2021	5,000,000.00	4,948,600.00	4,999,264.71	0.750	0.822	77	09/16/2024
3130APUS2	21207	FEDERAL HOME LOAN BANK		11/22/2021	5,000,000.00	4,778,950.00	4,996,213.81	1.000	1.146	414	08/19/2025
3130APUN3	21215	FEDERAL HOME LOAN BANK		11/30/2021	4,000,000.00	3,708,160.00	4,000,000.00	1.250	1.250	788	08/28/2026
3130AQB85	21238	FEDERAL HOME LOAN BANK		12/10/2021	10,000,000.00	9,633,100.00	10,000,000.00	1.200	1.200	344	06/10/2025
3130AQCK7	21253	FEDERAL HOME LOAN BANK		12/16/2021	10,000,000.00	9,846,000.00	10,000,000.00	2.500	1.317	199	01/16/2025
3130AQCT8	21256	FEDERAL HOME LOAN BANK		12/17/2021	5,000,000.00	4,657,750.00	5,000,000.00	1.330	1.468	746	07/17/2026
3130AQCN1	21257	FEDERAL HOME LOAN BANK		12/17/2021	10,000,000.00	9,823,200.00	10,000,000.00	1.750	1.254	200	01/17/2025
3130AQCJ0	21258	FEDERAL HOME LOAN BANK		12/17/2021	10,000,000.00	9,757,100.00	10,000,000.00	2.000	1.541	351	06/17/2025
3130AQCL5	21259	FEDERAL HOME LOAN BANK		12/17/2021	15,000,000.00	14,767,800.00	15,000,000.00	2.500	1.300	200	01/17/2025
3130AQEN9	21283	FEDERAL HOME LOAN BANK		12/30/2021	10,000,000.00	9,751,200.00	10,000,000.00	1.000	1.000	213	01/30/2025
3130AQFH1	21291	FEDERAL HOME LOAN BANK		01/05/2022	10,000,000.00	9,995,100.00	9,999,977.78	0.950	0.970	4	07/05/2024
3130AQGT4	21311	FEDERAL HOME LOAN BANK		01/21/2022	5,000,000.00	4,890,000.00	4,994,265.07	1.100	1.320	196	01/13/2025
3130AQFG3	21312	FEDERAL HOME LOAN BANK		01/21/2022	5,000,000.00	4,884,000.00	4,995,370.37	1.125	1.295	204	01/21/2025
3130AQNB5	21318	FEDERAL HOME LOAN BANK		01/27/2022	5,000,000.00	4,901,350.00	4,999,284.72	1.750	1.442	210	01/27/2025
3130ATND5	22217	FEDERAL HOME LOAN BANK		11/15/2022	5,000,000.00	4,986,600.00	4,998,715.93	4.375	4.510	74	09/13/2024
3130ASZH5	22218	FEDERAL HOME LOAN BANK		11/15/2022	5,000,000.00	4,986,900.00	4,995,638.57	4.000	4.585	58	08/28/2024
3130AUWZ3	22362	FEDERAL HOME LOAN BANK		02/14/2023	10,000,000.00	9,998,500.00	10,000,000.00	4.880	4.883	7	07/08/2024
3130AUWY6	22363	FEDERAL HOME LOAN BANK		02/14/2023	10,000,000.00	9,997,200.00	10,000,000.00	4.880	4.883	14	07/15/2024
3130AVG71	22413	FEDERAL HOME LOAN BANK		03/21/2023	15,000,000.00	14,992,950.00	15,000,000.00	4.150	4.154	11	07/12/2024
3130AVG97	22414	FEDERAL HOME LOAN BANK		03/21/2023	15,000,000.00	14,988,900.00	15,000,000.00	4.180	4.184	18	07/19/2024
3130AVJG8	22425	FEDERAL HOME LOAN BANK		03/28/2023	10,000,000.00	9,995,000.00	10,000,000.00	4.380	4.385	14	07/15/2024
3130AVJA1	22428	FEDERAL HOME LOAN BANK		03/29/2023	20,000,000.00	19,995,000.00	20,000,000.00	4.400	4.405	7	07/08/2024
3130AVJB9	22429	FEDERAL HOME LOAN BANK		03/29/2023	20,000,000.00	20,000,000.00	20,000,000.00	4.410	4.415	0	07/01/2024
3130AVLS9	22441	FEDERAL HOME LOAN BANK		04/10/2023	25,000,000.00	24,996,000.00	25,000,000.00	4.285	4.290	4	07/05/2024
3130AVLN0	22442	FEDERAL HOME LOAN BANK		04/10/2023	25,000,000.00	24,982,250.00	25,000,000.00	4.230	4.234	18	07/19/2024
3130AVQ47	22460	FEDERAL HOME LOAN BANK		04/17/2023	25,000,000.00	24,954,000.00	25,000,000.00	4.400	4.404	52	08/22/2024
3130AVQ62	22461	FEDERAL HOME LOAN BANK		04/17/2023	25,000,000.00	24,961,750.00	25,000,000.00	4.420	4.424	43	08/13/2024
3130AVQ54	22462	FEDERAL HOME LOAN BANK		04/17/2023	25,000,000.00	24,967,500.00	25,000,000.00	4.440	4.445	36	08/06/2024

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130AVWF5	22491	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,783,600.00	10,000,000.00	3.660	3.661	731	07/02/2026
3130AVWE8	22492	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,882,200.00	10,000,000.00	4.000	3.961	366	07/02/2025
3130AVWA6	22493	FEDERAL HOME LOAN BANK		05/03/2023	20,000,000.00	19,495,200.00	20,000,000.00	3.725	3.726	1,096	07/02/2027
3130AVWC2	22494	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,726,500.00	10,000,000.00	3.615	3.616	1,281	01/03/2028
3130AW2U3	22511	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,754,800.00	10,000,000.00	3.620	3.621	960	02/16/2027
3130AW2V1	22512	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,758,000.00	10,000,000.00	3.625	3.626	952	02/08/2027
3130AW2W9	22513	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,762,200.00	10,000,000.00	3.635	3.636	945	02/01/2027
3130AW7B0	22527	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,823,300.00	10,000,000.00	3.925	3.926	807	09/16/2026
3130AW7C8	22528	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,820,900.00	10,000,000.00	3.920	3.921	814	09/23/2026
3130AW7A2	22529	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,828,000.00	10,000,000.00	3.930	3.932	795	09/04/2026
3130AW6Z8	22530	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,827,900.00	10,000,000.00	3.930	3.931	801	09/10/2026
3130AW6X31	22531	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,921,000.00	10,000,000.00	4.180	4.182	434	09/08/2025
3130AW6Y1	22532	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,922,000.00	10,000,000.00	4.180	4.182	428	09/02/2025
3130AWFA3	22559	FEDERAL HOME LOAN BANK		06/12/2023	10,000,000.00	9,833,700.00	10,000,000.00	4.060	4.061	1,164	09/08/2027
3130AWF96	22560	FEDERAL HOME LOAN BANK		06/12/2023	10,000,000.00	9,853,800.00	10,000,000.00	4.020	4.021	1,316	02/07/2028
3130AWFB1	22565	FEDERAL HOME LOAN BANK		06/13/2023	10,000,000.00	9,837,700.00	10,000,000.00	4.070	4.071	1,157	09/01/2027
3130AWFC9	22566	FEDERAL HOME LOAN BANK		06/13/2023	10,000,000.00	9,854,500.00	10,000,000.00	4.025	4.026	1,323	02/14/2028
3130AWLA6	22600	FEDERAL HOME LOAN BANK		07/06/2023	15,000,000.00	15,017,250.00	15,000,000.00	4.905	4.907	399	08/04/2025
3130AWLB4	22601	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	10,010,500.00	10,000,000.00	4.895	4.897	406	08/11/2025
3130AWL57	22602	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	19,942,800.00	20,000,000.00	4.460	4.461	956	02/12/2027
3130AWL73	22603	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	9,968,500.00	10,000,000.00	4.450	4.451	969	02/25/2027
3130AWL81	22604	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	9,937,800.00	10,000,000.00	4.275	4.276	1,316	02/07/2028
3130AWL65	22605	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	19,937,200.00	20,000,000.00	4.450	4.451	966	02/22/2027
3130AWL99	22606	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	19,870,200.00	20,000,000.00	4.270	4.271	1,331	02/22/2028
3130AWMN7	23031	FEDERAL HOME LOAN BANK		08/16/2023	20,000,000.00	19,916,400.00	19,961,313.88	4.375	4.430	1,439	06/09/2028
3130AWWZ9	23032	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	9,966,500.00	10,000,000.00	4.500	4.502	1,079	06/15/2027
3130AWX21	23033	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	9,958,500.00	10,000,000.00	4.480	4.480	1,135	08/10/2027
3130AWX62	23034	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	9,955,900.00	10,000,000.00	4.470	4.470	1,130	08/05/2027
3130AWX54	23035	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	9,971,100.00	10,000,000.00	4.495	4.497	1,074	06/10/2027
3130AYBH8	23209	FEDERAL HOME LOAN BANK		12/22/2023	20,000,000.00	19,849,400.00	20,000,000.00	4.460	6.378	374	07/10/2025
3130AYBK1	23210	FEDERAL HOME LOAN BANK		12/22/2023	15,000,000.00	14,714,400.00	15,000,000.00	3.855	3.855	1,470	07/10/2028
3130AYBJ4	23211	FEDERAL HOME LOAN BANK		12/22/2023	15,000,000.00	14,780,100.00	15,000,000.00	4.000	4.001	924	01/11/2027
3130AYGV2	23232	FEDERAL HOME LOAN BANK		01/11/2024	10,000,000.00	9,892,900.00	10,000,000.00	4.193	4.194	765	08/05/2026
3130AYGR1	23233	FEDERAL HOME LOAN BANK		01/11/2024	15,000,000.00	14,837,700.00	15,000,000.00	4.180	4.181	772	08/12/2026
3130AYGU4	23234	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	19,805,600.00	20,000,000.00	4.110	4.110	918	01/05/2027
3130AYGW0	23235	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	19,631,200.00	20,000,000.00	3.985	3.985	1,652	01/08/2029
3130AYGT7	23236	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	19,714,200.00	20,000,000.00	4.020	4.020	1,289	01/11/2028
3130AYGP5	23237	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	19,681,000.00	20,000,000.00	4.050	4.050	1,101	07/07/2027

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130AYGQ3	23238	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	19,711,800.00	20,000,000.00	3.980	3.980	1,465	07/05/2028
3130AYQF6	23260	FEDERAL HOME LOAN BANK		01/29/2024	30,000,000.00	29,527,500.00	30,000,000.00	4.060	4.061	1,106	07/12/2027
3130AYQE9	23261	FEDERAL HOME LOAN BANK		01/29/2024	15,000,000.00	14,783,250.00	15,000,000.00	4.070	4.071	1,065	06/01/2027
3130AYQB5	23262	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	19,705,000.00	20,000,000.00	4.040	4.040	1,670	01/26/2029
3130AYQ90	23263	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	19,715,000.00	20,000,000.00	4.057	4.058	1,463	07/03/2028
3130AYQA7	23264	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	19,687,200.00	20,000,000.00	4.062	4.063	1,431	06/01/2028
3130AYQD1	23265	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	19,666,000.00	20,000,000.00	4.060	4.061	1,169	09/13/2027
3130AYQC3	23266	FEDERAL HOME LOAN BANK		01/29/2024	15,000,000.00	14,772,150.00	15,000,000.00	4.070	4.071	1,085	06/21/2027
3130B0Y86	23364	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	24,976,250.00	25,000,000.00	5.160	5.163	308	05/05/2025
3130B0Y94	23365	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	24,976,000.00	25,000,000.00	5.150	5.154	315	05/12/2025
3130B0YB9	23366	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	24,956,500.00	25,000,000.00	5.120	5.127	374	07/10/2025
3130B0YC7	23367	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,022,250.00	25,000,000.00	5.110	5.117	385	07/21/2025
3130B0YA1	23368	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	24,988,250.00	25,000,000.00	5.130	5.135	326	05/23/2025
3130B1NB9	23408	FEDERAL HOME LOAN BANK		06/05/2024	20,000,000.00	20,003,800.00	20,000,000.00	5.040	5.040	382	07/18/2025
3130B1NC7	23411	FEDERAL HOME LOAN BANK		06/05/2024	15,000,000.00	14,992,500.00	15,000,000.00	4.710	4.713	753	07/24/2026
3137EAEX3	20417	FED HOME LOAN MORT CORP		12/15/2020	10,000,000.00	9,451,200.00	9,994,545.75	0.375	0.419	449	09/23/2025
3134GXHY3	21206	FED HOME LOAN MORT CORP		11/22/2021	5,000,000.00	4,618,950.00	4,957,780.25	0.750	1.190	722	06/23/2026
3134GYBU5	22290	FED HOME LOAN MORT CORP		12/30/2022	20,000,000.00	19,991,800.00	20,000,000.00	5.000	5.000	25	07/26/2024
3135G05X7	20421	FEDERAL NATIONAL MORT. ASSOC.		12/15/2020	10,000,000.00	9,481,000.00	9,994,855.62	0.375	0.420	420	08/25/2025
3135GAC90	20475	FEDERAL NATIONAL MORT. ASSOC.		01/15/2021	10,000,000.00	9,978,400.00	9,999,888.89	0.250	0.279	14	07/15/2024
		Subtotal and Average	**1,490,005,446.62**		**1,459,000,000.00**	**1,439,412,310.00**	**1,458,845,096.87**		**3.551**	**610**	
Collateralized Inactive Bank Deposi											
SYS19055	19055	Five Star Bank - PIMMA			20,000,000.00	20,000,000.00	20,000,000.00	4.500	4.500	1	
		Subtotal and Average	**20,000,000.00**		**20,000,000.00**	**20,000,000.00**	**20,000,000.00**		**4.500**	**1**	
Negotiable Certificates of Deposit											
85325VKK5	23229	Standard Chartered Bank NY		01/10/2024	20,000,000.00	19,961,000.00	20,000,000.00	5.220	5.293	190	01/07/2025
85325VLP3	23354	Standard Chartered Bank NY		04/10/2024	25,000,000.00	24,988,500.00	25,000,000.00	5.420	5.495	228	02/14/2025
85325VLQ1	23355	Standard Chartered Bank NY		04/10/2024	25,000,000.00	24,989,000.00	25,000,000.00	5.420	5.495	234	02/20/2025
		Subtotal and Average	**70,000,000.00**		**70,000,000.00**	**69,938,500.00**	**70,000,000.00**		**5.437**	**219**	
Collateralized CDs											
SYS22579	22579	Five Star Bank - CD		06/20/2023	10,000,000.00	10,000,000.00	10,000,000.00	4.900	4.968	186	01/03/2025
SYS22580	22580	Five Star Bank - CD		06/20/2023	10,000,000.00	10,000,000.00	10,000,000.00	4.900	4.968	221	02/07/2025
SYS23373	23373	River City Bank		04/19/2024	3,000,000.00	3,000,000.00	3,000,000.00	5.160	5.160	292	04/19/2025
		Subtotal and Average	**23,000,000.00**		**23,000,000.00**	**23,000,000.00**	**23,000,000.00**		**4.993**	**215**	

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Commercial Paper Disc. -Amortizing											
22533TG18	23427	Credit Agricole CIB		06/28/2024	80,000,000.00	80,000,000.00	80,000,000.00	5.260	5.335	0	07/01/2024
		Subtotal and Average	**67,161,919.26**		**80,000,000.00**	**80,000,000.00**	**80,000,000.00**		**5.335**	**0**	
Federal Agency Disc. -Amortizing											
		Subtotal and Average	**9,833,333.33**								
Local Agency Bond											
SYS16098	16098	Ackerman School District		04/03/2017	4,978,023.88	4,904,896.71	4,978,023.88	2.800	2.800	4,659	04/03/2037
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	148,776.86	147,957.10	148,776.86	2.850	2.850	1,268	12/21/2027
SYS18093	18093	Mid Placer Public School Trans		01/16/2019	523,306.10	515,692.00	523,306.10	3.000	3.000	1,660	01/16/2029
16115	16115	Newcastle Elementary SD		06/30/2017	2,505,244.24	2,227,913.70	2,505,244.24	2.800	2.800	8,399	06/30/2047
SYS19127	19127	Placer Hills Fire Protection		10/21/2019	51,563.20	51,796.78	51,563.20	3.000	3.000	112	10/21/2024
SYS23342	23342	Placer Hills Fire Protection		04/03/2024	735,000.00	735,000.00	735,000.00	4.170	4.170	1,737	04/03/2029
SYS23287	23287	Placer CEO Fire		02/01/2024	922,863.29	922,863.29	922,863.29	4.000	4.000	1,676	02/01/2029
		Subtotal and Average	**9,912,921.00**		**9,864,777.57**	**9,506,119.58**	**9,864,777.57**		**3.027**	**4,878**	
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	3,077,068.47	2,447,161.78	3,077,068.47	3.000	3.042	4,811	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	20,461.32	16,069.09	20,461.32	3.000	3.042	5,176	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	23,514.16	18,466.61	23,514.16	3.000	3.042	5,176	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	40,832.91	30,609.17	40,832.91	4.500	4.563	5,541	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	101,419.95	88,438.20	101,419.95	4.500	4.563	5,541	09/02/2039
2018 S-NR	18003	Pioneer Community Energy		08/09/2018	276,035.23	244,815.65	276,035.23	4.500	4.563	5,541	09/02/2039
2017 S NR	2017 S-NR	Pioneer Community Energy		09/28/2017	117,125.77	88,957.02	117,125.77	3.000	3.042	5,176	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	1,272,463.17	1,005,894.86	1,272,463.17	3.000	3.042	5,176	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	923,838.51	811,712.23	923,838.51	4.500	4.563	5,541	09/02/2039
2019-20 NR	2019-20 NR	Pioneer Community Energy		07/18/2019	-0.01	-0.01	-0.01	4.500	4.563	5,907	09/02/2040
2019-20 R-1	2019-20 R-1	Pioneer Community Energy		07/11/2019	742,902.21	645,552.30	742,902.21	4.500	4.563	5,907	09/02/2040
2020-21 NR	2020-21 NR	Pioneer Community Energy		10/01/2020	0.00	0.00	0.00	4.500	4.563	0	09/02/2041
2020-21 R1	2020-21 R1	Pioneer Community Energy		07/23/2020	717,521.68	621,022.19	717,521.68	4.500	4.563	6,272	09/02/2041
2021-22 R1	2021-22 R1	Pioneer Community Energy		08/26/2021	800,222.86	697,810.34	800,222.86	4.500	4.563	6,637	09/02/2042
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	53,414.29	43,281.07	53,414.29	3.000	3.042	4,811	09/02/2037
		Subtotal and Average	**8,166,820.52**		**8,166,820.52**	**6,759,790.50**	**8,166,820.52**		**3.713**	**5,402**	
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	79,750.64	69,965.24	79,750.64	2.750	2.788	4,811	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	28,832.54	24,338.12	28,832.54	2.000	2.028	5,176	09/02/2038
MFIA-2 NR	IA2-NR	mPower Folsom		08/06/2015	0.00	0.00	0.00	3.500	3.549	0	09/02/2036

General Fund
Portfolio Management
Portfolio Details - Investments
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
mPower - Folsom											
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	193,569.54	171,086.44	193,569.54	3.500	3.549	4,446	09/02/2036
MF R-1	MFR-1	mPower Folsom		09/01/2015	127,072.75	113,829.23	127,072.75	3.500	3.549	4,446	09/02/2036
		Subtotal and Average	**429,225.47**		**429,225.47**	**379,219.03**	**429,225.47**		**3.305**	**4,563**	
		Total and Average	**2,506,336,926.07**		**2,468,725,748.01**	**2,426,896,526.16**	**2,456,790,717.69**		**3.730**	**582**	

General Fund
Portfolio Management
Portfolio Details - Cash
June 30, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			44,431,089.63	44,431,089.63	44,431,089.63		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			11,625,169.80	11,625,169.80	11,625,169.80		0.000	1
		Average Balance	**0.00**							**1**
		Total Cash and Investments	**2,506,336,926.07**		**2,524,782,007.44**	**2,482,952,785.59**	**2,512,846,977.12**		**3.730**	**582**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Designation of City's Agent for the Purpose of Obtaining State and Federal Disaster Financial Relief and Emergency Assistance

Date: October 22, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Designating Applicant's Agent for the Purposes of Obtaining State and Federal Disaster Relief and Emergency Assistance.

Background:
For public entities established under the laws of the State of California, such a the City of Rocklin, a Designation of Applicant's Agent Resolution must be filed with California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program. This designation is in accordance with Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988 and/or state financial assistance under the California Disaster Assistance Act.

The City of Rocklin is a municipal government established under the laws of the State of California. To be eligible for assistance, a properly executed and certified California Governor's Officer of Emergency Services (Cal OES) Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies, must be on file with Cal OES (Attachment 2).

The Form will authorize the City Manager, Administrative Services Director, or Deputy Director of Administrative Services to execute documents needed to obtain state and/or federal financial assistance. The resolution will set forth the authorized agents for the City for all current and future events and will be active for 3 years. The City last authorized this designation in 2021 by Resolution No. 2021-121.

Fiscal Impact:
Adopting the resolution (Attachment 1) will ensure compliance with the requirements to obtain state and federal financial assistance for any existing or future grant programs.

ATTACHMENTS:
1. Resolution
2. Exhibit A - Cal OES Form 130

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
DESIGNATING APPLICANT'S AGENT
FOR THE PURPOSES OF OBTAINING STATE AND FEDERAL
DISASTER RELIEF AND EMERGENCY ASSISTANCE

WHEREAS, in accordance with Public Law 93-288 as amended by the Robert T Stafford Disaster Relief and Emergency Act of 1988 and/or state financial assistance under the California Disaster Assistance Act, a public entity established under the laws of the State of California, a Designation of Applicant's Agent Resolution must be filed with California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program; and

WHEREAS, adoption of this resolution will ensure compliance with the requirements set forth above and will facilitate recovery of any federal and/or state financial disaster assistance.

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

Section 1. The City Council of the City of Rocklin authorizes and directs the City Manager, Administrative Services Director, and Deputy Director of Administrative Services, individually and collectively, to prepare and execute, for and on behalf of the City of Rocklin, a public entity established under the laws of the State of California, applications for certain federal financial assistance under Public Law 93-288 as amended by the Robert T Stafford Disaster Relief and Emergency Act of 1988 and/or state financial assistance under the California Disaster Assistance Act.

Section 2. This is a universal resolution and is effective for all open and future disasters up to three (3) years.

Section 3. The City Clerk is hereby directed to obtain the required signatures and forward this resolution together with the signed Exhibit A entitled "Designation of Applicant's Agent Resolution for Non-State Agencies," to the California Governor's Office of Emergency Services.

PASSED AND ADOPTED this 22nd day of October, 2024, by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Rocklin (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Administrative Services Director (Title of Authorized Agent), OR

Deputy Director of Administrative Services (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Rocklin (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Rocklin (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 22 day of October, 20 24

Greg Janda, Mayor
(Name and Title of Governing Body Representative)

Jill Gayaldo, Vice Mayor
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Avinta Singh (Name), duly appointed and City Clerk (Title) of City of Rocklin (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council (Governing Body) of the City of Rocklin (Name of Applicant) on the 22 day of October, 20 24.

_____ City Clerk

(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Information Technology Strategic Plan Contract

Date: October 22, 2024

Submitted By: Daniel Choe, Deputy Director of Administrative Services
Tameka Usher, Administrative Services Director

Department: Administrative Services - IT

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding and Approving A Professional Services Contract with SDI Presence LLC for the IT Strategic Plan

Background:
The City of Rocklin seeks to develop a comprehensive Information Technology Strategic Plan that aligns its technology initiatives with the City's overall mission, goals, and objectives. This Plan will guide the City in planning, procuring, implementing, and managing both the current and future IT investments and resources. Development of an IT Strategic Plan is an action plan item in the adopted 2022-2024 Strategic Plan work plan. Designed to be a "living" document, the IT Strategic Plan will serve as the foundation for ongoing review and adjustment over a five-year period, addressing governance, infrastructure, equipment, software, cybersecurity, staffing, and the effective use of technology to support the City's mission. The Plan is intended to provide a clear vision and roadmap for levering technology to enhance the City's operations effectively.

On May 24, 2024, the City released a request for proposal (RFP) for the development of the IT Strategic Plan, receiving 16 proposals by June 21, 2024. An evaluation committee, comprised of representatives from the Administrative Services, City Manager's Office, Community Development, and Police departments, reviewed the proposals based on the evaluation criteria outlined in the RFP. These criteria included the qualifications and experience of the proposing firms, the team's expertise in similar projects of comparable complexity and magnitude in the government sector, the firms' understanding of the scope of services, their ability to deliver services within the prescribed timeline, project costs, and the completeness of their proposals. Following an initial ranking, the top four firms were selected for interviews, and SDI Presence LLC was determined to be the top-ranked firm for the requested services.

Following successful negotiations, staff recommends awarding and approving the contract for the IT Strategic Plan to SDI Presence LLC in the amount of $92,180.

Fiscal Impact:
Sufficient funding is available in the Fiscal Year 2024/25 Operating Budget in the Technology Fee Fund (130).

ATTACHMENTS:
1. Resolution
2. Exhibit A - Contract

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING AND APPROVING A PROFESSIONAL SERVICES CONTRACT WITH SDI PRESENCE LLC FOR THE IT STRATEGIC PLAN

WHEREAS, the City of Rocklin (City) seeks to develop a comprehensive Information Technology Strategic Plan that aligns technology initiatives with organizational objectives, enhances operational efficiency, facilitates informed decision-making regarding technology investments, mitigates risks, strengthens IT security, and positions the City for sustained long-term success; and

WHEREAS, on May 24, 2024, the City released a request for proposal (RFP) for the IT Strategic Plan, receiving 16 proposals on June 21, 2024. An evaluation committee, consisting of representatives from various departments, evaluated the proposals based on established evaluation criteria outlined in the RFP. Following the initial ranking, four firms were interviewed, and SDI Presence LLC was determined to be the top-ranked firm for the IT Strategic Plan; and

WHEREAS, staff recommends awarding the contract for the IT Strategic Plan to SDI Presence LLC for a total compensation amount of $92,180. Sufficient funds are available in the Technology Fee Fund (130) to support this award.

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

Section 1. The IT Strategic Plan Professional Services contract is hereby approved and awarded to SDI Presence LLC, in the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 22nd day of October, 2024 by the following vote:

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

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and SDI Presence LLC "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **Ninety-Two Thousand One Hundred Eighty Dollars ($92,180)**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

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

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

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and

vii. Total billed to date under agreement.

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

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

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

3. FACILITIES AND EQUIPMENT

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

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **December 31, 2025** unless sooner terminated as provided herein.

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

5. SUSPENSION/TERMINATION

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

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

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

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

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

10. COMPLIANCE WITH ALL LAWS

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

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

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

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

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be

provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

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

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

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

12. SUBCONTRACTING

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

13. ASSIGNABILITY

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

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the

performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

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

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

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

17. INDEMNITY AND LITIGATION, COSTS

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

18. CONTRACTOR TO PROVIDE INSURANCE

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

A. Minimum Scope and Limit of Insurance

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

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

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

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

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

B. **Other Insurance Provisions**

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

i. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

iii. **Umbrella or Excess Policy**. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary

and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

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

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

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

ix. **Verification of Coverage**. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

19. GENERAL/MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

City:
City of Rocklin
Administrative Services Department
3970 Rocklin Road
Rocklin, CA 95677

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

Contractor:
SDI Presence LLC
500 Capitol Mall, Suite 2350
Sacramento, CA 95814

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

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

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

K. **Counterparts; Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic

signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

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

CONTRACTOR

By: _____
Hardik Bhatt, CEO

By: _____
Sharee L. Wolff, CFO

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

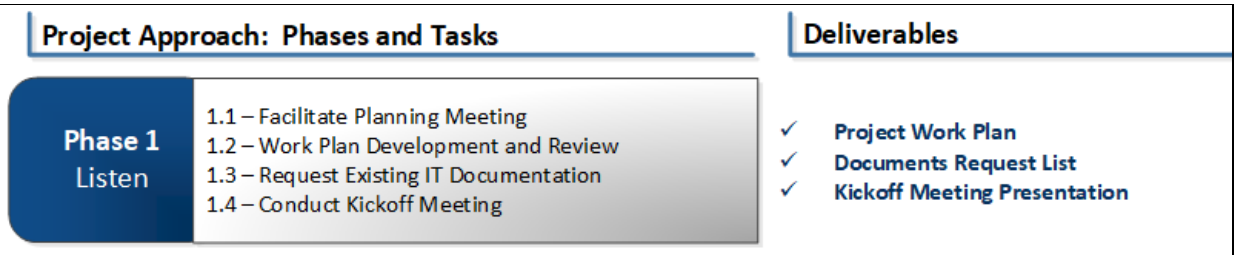
By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A

Scope of Work



Task 1.1 – Facilitate Planning Meeting

TASK DESCRIPTION: Contractor will meet with the City's Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, Contractor will discuss the tools and templates that will be leveraged.

Task 1.2 – Work Plan Development and Review

TASK DESCRIPTION: Contractor will publish a Work Plan and facilitate a meeting with the City Project Sponsor to review and obtain feedback on the proposed Work Plan. The goal of this meeting is to obtain consensus on the Work Plan and a commitment to support the Work Plan. The Work Plan will be continuously updated throughout the project timeline as part of regular status reporting.

DELIVERABLE: Project Work Plan

Task 1.3 – Request Existing Documentation

TASK DESCRIPTION In order to ensure alignment with the City's business priorities, Contractor will request and review documentation including, but not limited to, the following items:

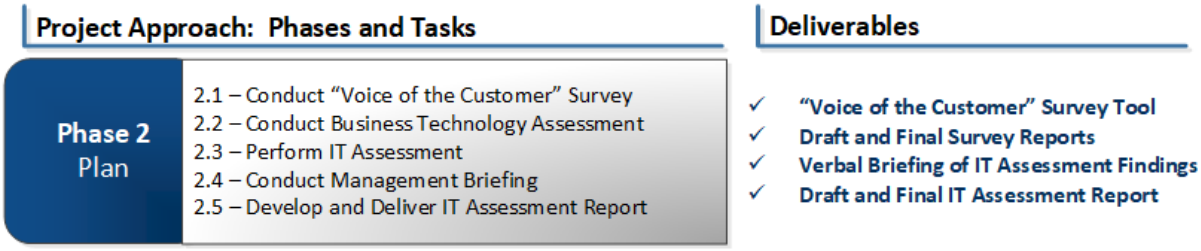
- City Goals, Business Plans, Budgets, and CIP
- Previous Related Assessments and Plans
- City Organizational Chart and Contact Information
- Technology Governance Agendas and Minutes
- In Process or Planned Technology Project Documentation
- IT Disaster Recovery Plan
- Network Architecture Documentation
- IT Service Level Agreements and IT Performance Statistics or Activity Reports
- Technology Vendor Listing and Agreements

DELIVERABLE: Documents Request List

Task 1.4 – Conduct Kickoff Meeting

TASK DESCRIPTION: Since the project will have an enterprise-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the Contractor's team to City staff and should involve senior level management and project sponsors to provide an introduction of this Citywide endeavor. It is important that all City staff that will be involved in the project, regardless of their role, participate in the project kickoff.

DELIVERABLE: Kickoff Meeting Presentation



Task 2.1 – Conduct "Voice of the Customer" Survey

TASK DESCRIPTION: Contractor will conduct a web-based survey to determine overall satisfaction in terms of IT service delivery and support. The survey will be available to all City technology customers and provides an opportunity to obtain their input. Survey questions will cover the use and support of core business applications, level of satisfaction with the City's technical environment, technology training opportunities, mobility and remote access to the communications network, and observations of what works well, necessary improvements, and future plans. Once the survey is concluded, Contractor will prepare a "Voice of the Customer" Survey Report. The report will summarize the survey results.

DELIVERABLES: Survey Tool; Draft and Final Survey Reports

Task 2.2 – Conduct Business Technology Assessment

TASK DESCRIPTION: Contractor will facilitate a series of interviews with City executives and department employees to provide a forum for input and feedback about the technology service delivery, current business applications, technology roadblocks, and future needs or plans. Prior to the interviews, Contractor will provide an Interview Preparation Guide to assist participants in preparing for the sessions.

The interviews are an invaluable means of acquiring relevant and important information about the City's priorities, business process analysis, workflow, and to provide the basis for recommendations of future technology services and support.

Contractor will conduct on-site, face-to-face interviews to ensure a thorough understanding of concerns and priorities. If necessary, phone interviews may be scheduled to ensure everyone has an opportunity to participate or as follow-up to ensure clarity.

Task 2.3 – Perform IT Assessment

TASK DESCRIPTION: Contractor's IT Assessment evaluates whether the City's IT infrastructure and support organization are prepared to support the future needs of the City by reviewing six key operational "assessment dimensions." This review takes a comprehensive ***best practices*** view of essential IT delivery components, as a weakness in any one particular dimension can adversely influence the overall effectiveness of the organization. Findings and recommendations are developed based on:

- Information gathered during business technology interviews with department stakeholders
- The results of the Voice of the User Survey
- Interviews with IT managers and staff
- The IT best practices assessment

Contractor's team will consolidate this information and develop findings and recommendations based on the City's compliance with best practices in the following dimensions:

- **Technology Governance –** Evaluation of the current IT organization and assessment of its skills, staffing levels, and capability to support operation and maintenance of current and future systems. This will include a review of IT project management practices, planning activities, IT refreshment, and the use of oversight committees.
- **Service Delivery –** Evaluation of the daily operation of the IT environment including budget, service metrics, maintenance, help desk, configuration management, change management and capacity management.
- **Business Technology Applications –** Evaluation of the processes and methods to support business and operational technology applications.
- **Security –** Evaluation of the use of software monitoring tools, virus protection procedures, physical hardware security, network vulnerability, passwords, data backup/recovery processes, physical and data security, integrity planning, PCs, network, firewall, incident response, patch management, anti-virus protection and emergency operations.
- **Infrastructure –** Review of the network, servers, desktops, telephony, storage configurations, remote access, data storage, server management, and operational procedures.
- **Administration –** Review of technology procurement processes, contract management, vendor management, software license management, budget/charge back management and physical inventory processes.

It should be noted that as a part of our standard IT strategic planning methodology, Contractor will conduct a *high-level review* of the City's current cybersecurity practices. However, the limited project budget does not allow Contractor to complete a comprehensive cybersecurity strategy and/or roadmap, which may be recommended as a project coming out of the overall IT Strategic Plan.

Task 2.4 – Conduct Management Briefing

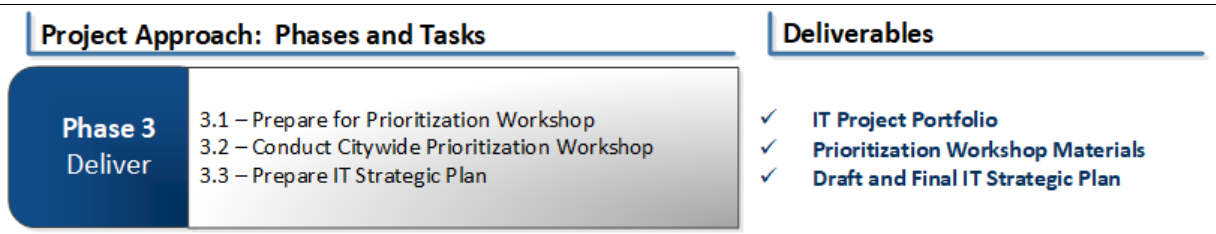
TASK DESCRIPTION: Upon compilation of the initial findings and recommendations from the IT Assessment activities, Contractor will meet with the City's Project Sponsor to review and discuss these items prior to the development of the draft IT Assessment Report.

DELIVERABLE: Verbal Briefing of IT Assessment Findings

Task 2.5 – Develop and Deliver IT Assessment Report

TASK DESCRIPTION: Contractor will compile the results of the prior activities to create a Business Opportunities Report. This report will provide a department (business and operations) focused perspective on how the core business applications are currently being used, along with the challenges, issues, and opportunities.

DELIVERABLE: Draft and Final IT Assessment Report



Task 3.1 – Prepare for Prioritization Workshop

TASK DESCRIPTION: Contractor will develop a Project Portfolio containing projects identified through our information gathering process with City staff. For each project, Contractor will document the name, description, benefits, cost, level of effort to implement, risk, and implementation period. The draft Project Portfolio will be distributed prior to the Prioritization Workshop so that attendees can review and be prepared for the Workshop.

DELIVERABLE: IT Project Portfolio

Task 3.2 – Conduct Citywide Prioritization Workshop

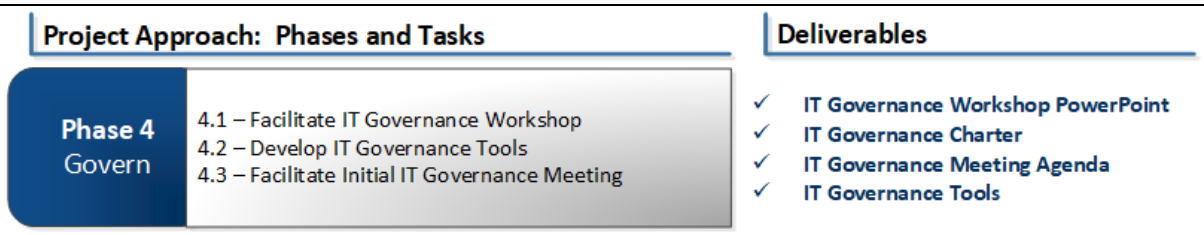
TASK DESCRIPTION: Contractor will use their "Blue Wall" approach. This approach uses a multi-step prioritization methodology and tools that encourages staff participation and collaboration. The workshop is designed to help drive consensus to obtain City-wide prioritization of projects. The result of the workshop will be a prioritized list of projects assigned to a timeframe. In addition, the workshop is designed to identify IT Strategic Plan enabling factors which are defined as key elements that must be in place or occur to allow the Plan to be a success. Examples of enabling factors could include training, staffing, budget, governance, project management, change management.

DELIVERABLE: Prioritization Workshop Materials

Task 3.3 – Prepare IT Strategic Plan

TASK DESCRIPTION: Contractor will incorporate work products from previous tasks as the foundation for the development of the City's IT Strategic Plan. Contractor will use this information, as well as other information provided by staff and independent research, to create a draft of the IT Strategic Plan and review it with the City. Contractor will revise and update the IT Strategic Plan based on feedback from the City and will conduct a final technical and quality review of the final IT Strategic Plan before submission to the City's executive team.

DELIVERABLE: Draft and Final IT Strategic Plan



Task 4.1 – Facilitate IT Governance Workshop

TASK DESCRIPTION: Contractor will prepare for and facilitate an IT Governance workshop with City management to develop an IT Governance structure and supporting processes. More specifically, the workshop will address the following questions:

- What is IT Governance?
- Why IT Governance and what are the benefits?
- What is the potential scope of IT Governance?
- What is the best IT Governance model for the City?
- What are the roles and responsibilities of City staff?

The workshop will be designed to create an open discussion to encourage collaboration. The workshop will gather the appropriate input to develop an IT Governance Charter and Policy document.

DELIVERABLE: IT Governance Workshop PowerPoint

Task 4.2 – Develop IT Governance Tools

TASK DESCRIPTION: Based on the results from the workshop, Contractor will create a formal IT Governance Charter and, if necessary, policy statement. In addition, Contractor will create a standardized agenda and other process documents, such as project tracking tools, required to support ongoing IT Governance.

DELIVERABLE: IT Governance Charter

Task 4.3 – Facilitate Initial IT Governance Meeting

TASK DESCRIPTION: Contractor will assist staff in planning and facilitating the initial IT Governance meeting. The initial meeting will include ratifying the Charter and introducing the ongoing agenda and processes for maintaining an effective IT Governance structure.

DELIVERABLE: IT Governance Agenda

EXHIBIT B

Schedule of Performance

Contractor will invoice the City monthly for work performed in the prior month up to the authorized amount specified in this Agreement. Invoices are substantiated by detailed descriptions of the tasks performed by Contractor resources and the number of hours spent to complete the task.

Based on the Contractor's extensive experience in completing IT Strategic Plans for California organizations, the City's IT Strategic Plan is anticipated to be completed within five (5) months following the project kick-off meeting. The ability to adhere to this timeline is contingent upon the availability and timely responsiveness of City personnel throughout the project, as well as the prompt review and approval of draft reports by the City's project team. Any need to extend the project timeline shall be periodically reviewed by both parties and may only be extended by mutual written agreement, which can be facilitated electronically via email or other acceptable methods of communication. Under no circumstances shall the project timeline extend beyond December 31, 2025.

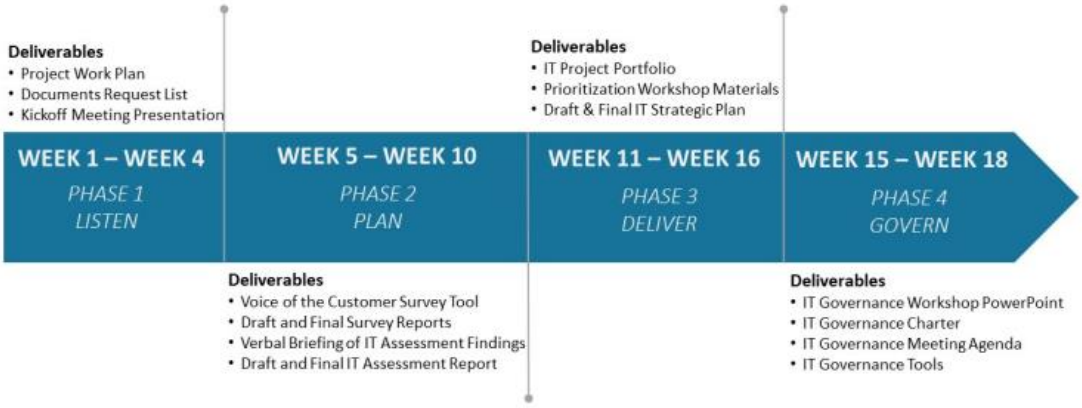


EXHIBIT C

Schedule of Fees

Contractor proposes to complete the City's IT Strategic Plan utilizing a total of 446 hours of effort. Detailed information about the anticipated number of hours, along with cost by Phase and Task are presented below.

Task Descriptions	Hours	Cost
Phase 1 - Initiate		
1.1 Facilitate Project Sponsor Planning Meeting	4	$ 860
1.2 Finalize Work Plan	3	$ 640
1.3 Request and Review Documentation	12	$ 2,460
1.4 Conduct Kickoff Meeting	5	$ 1,040
Subtotal: Phase 1 - Initiate	**24**	**$ 5,000**
Phase 2 - Assess		
2.1 Conduct "Voice of the Customer" Survey	40	$ 8,200
2.2 Conduct Business Technology Assessment	140	$ 29,050
2.3 Perform IT Assessment	60	$ 12,300
2.4 Conduct Management Briefing	8	$ 1,680
2.5 Develop and Deliver IT Assessment Report	30	$ 6,150
Subtotal: Phase 2 - Assess	**278**	**$ 57,380**
Phase 3 - Deliver		
3.1 Prepare for Prioritization Workshop	12	$ 2,460
3.2 Conduct Citywide Prioritization Workshop	20	$ 4,160
3.3 Prepare IT Strategic Plan	60	$ 12,300
Subtotal: Phase 3 - Deliver	**92**	**$ 18,920**
Phase 4 - Govern		
4.1 Facilitate IT Governance Workshop	16	$ 3,360
4.2 Develop IT Governance Tools	20	$ 4,160
4.3 Facilitate Initial IT Governance Meeting	16	$ 3,360
Subtotal: Phase 4 - Govern	**52**	**$ 10,880**
Total	**446**	**$ 92,180**

Contractor will bill on a time and materials basis based on the actual hours worked during the billing period, using the hourly rates for their consultant team as follows:

- Delivery Executive: $220
- Project Manager: $210
- Project Consultant: $200

Hourly rates are inclusive of all associated costs including travel for onsite project activities. Contractor does not charge the City for travel time. Any additional optional services that may be requested will be billed at the same hourly rates presented above.

EXHIBIT D

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

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

CONTRACTOR

By: _____
Hardik Bhatt, CEO

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Authorization Increase for IT Purchases through Cooperative Purchase Agreements

Date: October 22, 2024

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

Department: Administrative Services - Finance

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with CDW-G for Various IT Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.
B. Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with Dell Marketing LP for Various IT Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.

Background:

On June 25, 2024, the City Council adopted Resolution No. 2024-151 (Attachment 3), authorizing the purchase of goods and services through cooperative purchase agreements consistent with Rocklin Municipal Code sections 3.04.090 (C) and (D). These sections allow for the use of cooperative purchasing programs and piggyback purchasing utilizing purchase agreements and contracts maintained by other governmental agencies. Per the resolution, under the authorized cooperative agreements, the purchasing limit is $150,000 for CDW-G and $75,000 for Dell Marketing LP for Fiscal Year (FY) 2024/25.

Staff has identified additional IT purchases needed for on-going Citywide operations for FY 2024/25, including network equipment upgrades and software and hardware maintenance licenses, that can be made under these cooperative purchase agreements. These purchases were not included in the amounts previously authorized. Staff recommends increasing the purchasing authorization amount to $300,000 for CDW-G and $125,000 for Dell Marketing LP.

Fiscal Impact:

There is no additional fiscal impact to the staff recommendation. Sufficient funds are available in the FY 2024/25 Operating Budget to accommodate this increase.

ATTACHMENTS:

1. Resolution A - CDW-G
2. Resolution B - Dell Marketing LP
3. Resolution No. 2024-151 Cooperative Purchase Agreements FY 2024-25

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO INCREASE THE PURCHASING AUTHORIZATION AMOUNT WITH CDW-G FOR VARIOUS IT PURCHASES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2024/25

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 various cooperative agreements for CDW-G up to $150,000; and

WHEREAS, additional IT purchases needed for on-going Citywide operations for Fiscal Year (FY) 2024/25 have been identified and can be purchased under the existing cooperative purchase agreements; and

WHEREAS, staff recommends an increase in the total not-to-exceed amount by $150,000 with CDW-G under the cooperative purchasing agreements listed in Exhibit A, bringing the new total to $300,000; and

WHEREAS, the costs of this increase are included in the Fiscal Year (FY 2024/25) Operating Budget.

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

Section 1. The City Manager may execute one or more contracts, including amendments, and including retroactive contracts or amendments, to purchase goods, services, or both within the scope of the description set forth in Exhibit A or as otherwise provided by the Cooperative Purchase Agreements, from CDW-G through the Cooperative Purchasing Agreements listed in Exhibit A, provided that the City Attorney approves each such contract or amendment as to form and further provided that the total contract not-to-exceed amount of all such contracts shall not exceed $300,000.

PASSED AND ADOPTED this 22nd 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

CDW-G Cooperative Purchase Agreements for FY 2024/25

Vendor Name	Not-to-Exceed -Amount	Cooperative Purchase Agreement	Description
CDW-G	$300,000	OMNIA Partners #23-6692-02 OMNIA Partners #R210401 OMNIA Partners #R220801 OMNIA Partners #MA3458 OMNIA Partners #2018011-01	Barracuda security solutions renewals and network switches and IT related equipment

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO INCREASE THE PURCHASING AUTHORIZATION AMOUNT WITH DELL MARKETING LP FOR VARIOUS IT PURCHASES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2024/25

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 various cooperative agreements for Dell Marketing LP up to $75,000; and

WHEREAS, additional IT purchases needed for on-going Citywide operations for Fiscal Year (FY) 2024/25 have been identified and can be purchased under the existing cooperative purchase agreements; and

WHEREAS, staff recommends an increase in the total not-to-exceed amount by $50,000 with Dell Marketing LP under the cooperative purchasing agreements listed in Exhibit A, bringing the new total to $125,000; and

WHEREAS, the costs of this increase are included in the Fiscal Year (FY 2024/25) Operating Budget.

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

Section 1. The City Manager may execute one or more contracts, including amendments, and including retroactive contracts or amendments, to purchase goods, services, or both within the scope of the description set forth in Exhibit A or as otherwise provided by the Cooperative Purchase Agreements, from Dell Marketing LP through the Cooperative Purchasing Agreements listed in Exhibit A, provided that the City Attorney approves each such contract or amendment as to form and further provided that the total contract not-to-exceed amount of all such contracts shall not exceed $125,000.

PASSED AND ADOPTED this 22nd 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

Dell Marketing LP Cooperative Purchase Agreements for FY 2024/25

Vendor Name	Not-to-Exceed - Amount	Cooperative Purchase Agreement	Description
Dell Marketing LP	$125,000	NASPO ValuePoint #AR2495 NASPO ValuePoint #7-23-70-55-01	IT Equipment, including but not limited to various IT licenses, desktop & monitor purchases, etc.

RESOLUTION NO. 2024-151

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO PURCHASE GOODS AND SERVICES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2024/25

WHEREAS, the City of Rocklin has arrangements/memberships with a number of cooperative purchasing programs that allow member agencies to aggregate individual purchasing power and achieve greater volume discounts than what would be available as a stand- alone agency; and

WHEREAS, using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases; and

WHEREAS, Rocklin Municipal Code Section 3.04.090 (C) and (D) allows for the City to enter into cooperative purchasing arrangements and piggyback contracts provided those contracts have been awarded through a competitive process by other agency within the past twelve months; for purchases in an amount more than fifty thousand dollars, the determination shall be made by the City Council; and

WHEREAS, staff reviewed historical citywide expenditures for vendors of goods and services associated with cooperative purchasing programs, and identified vendors with anticipated costs greater than $50,000 in Fiscal Year (FY) 2024/25 (Exhibit A); and

WHEREAS, in order to increase efficiency and streamline the purchasing process, staff is requesting Council approve and authorize the City Manager to purchase goods and supplies through cooperative purchase agreements, in an amount not to exceed $4,290,000 for FY2024/25; and

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

Section 1. The above recital is true and correct.

Section 2. The City Council hereby approves and authorizes the City Manager to utilize cooperative purchase agreements to purchase goods and services through other government agency competitively bid contracts and their associated not to exceed amounts set forth in Exhibit "A," attached hereto.

PASSED AND ADOPTED this 25th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

Exhibit A

Cooperative Purchase Agreements by Vendor and Amount for FY 2024/25

Vendor:	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Amazon Services, LLC	$150,000	OMNIA Partners #MA3457 OMNIA Partners #R-TC-17006	Office Supplies and general department supplies
American Office Products Distribution (AOPD)/Walker's Office Supplies	$150,000	OMNIA Partners #11-18	Office supplies and furniture, and general department supplies
AT&T Corp.	$160,000	CALNET NextGen – All Categories	Telecommunication services, including but not limited to FirstNet broadband network for first responders
AT&T DataComm	$250,000	CMAS #3-21-08-1074 CMAS #3-21-09-1015 CMAS #3-19-70-0255AL CMAS #3-17-70-0255AH CMAS #3-23-12-1014	Cellular service, business telephone lines, legacy radio circuts, analog copper-based services
AXON (formerly Taser International, Inc.)	$75,000	NASPO ValuePoint #OK-MA-145-015 Sourcewell #101223-AXN NASPO OKMA #145-21-100	Tasers and re-fill cartridges, drones and accessories, and evidence.com services
Caltronics Business Systems/Konica Minolta Business Solutions USA, Inc.	$55,000	CMAS #3-17-36-0037B	Copier service and supplies
Cellco Partnership dba Verizon Wireless	$60,000	NASPO ValuePoint #MA152-1 CMAS #3-21-09-1011	Cellular phone service, wireless data, voice, and accessories
CDW-G	$150,000	OMNIA Partners #23-6692-02 OMNIA Partners #R210401 OMNIA Partners #R220801 OMNIA Partners #MA3458 OMNIA Partners #2018011-01	Barracuda security solutions renewals and network switches and IT related equipment
Curtis Blue Line	$100,000	NPPGov #PS20275	Uniforms and bullet-proof vests
Dell Marketing LP	$75,000	NASPO ValuePoint #AR2495 NASPO ValuePoint #7-23-70-55-01	IT Equipment, including but not limited to various IT licenses, desktop & monitor purchases, etc
General Motors/Future Chevrolet of Sacramento	$100,000	Sourcewell #101520-GNL	Parts and supplies for fleet vehicles
Goodyear/The Goodyear Tire & Rubber Company	$90,000	Sourcewell #102517-GTC NASPO ValuePoint #19101	Tires
Herc Rentals Inc.	$110,000	OMNIA Partners #2019000318 CMAS #4-24-05-1052	Construction equipment rentals

Honeywell International, Inc/US Digital Designs, Inc.	$125,000	NPPGov #PS20350	Fire station alerting system, components (parts) and warranty
Hunt & Sons, Inc.	$425,000	SACOG #1920029	Fuel
Lenslock, Inc.	$150,000	NPPGov #PS22120	Body-worn camera, in-car video, surveillance and network services, digital evidence management services
Life Assist, Inc.	$75,000	NPPGov #PS20180	EMS medical supplies and equipment
LION (Authorized Dealer/Distributor Allstar Fire Equipment)	$100,000	NPPGov #PS20065	Uniforms, PPE, equipment, turnout gear, hoses
L.N Curtis & Sons	$100,000	NPPGov #PS20015 NPPGov #PS20105 SCBA H-GAC #EE08-19	Turnout gear, PPE, and equipment
Motorola Solutions, Inc.	$500,000	NASPO ValuePoint #00318 H-GAC #EC07-20 9-1-1	Handheld and in-vehicle radios for public safety departments
Oshkosh Corporation/Pierce Manufacturing Inc./Golden State Fire Apparatus, Inc.	$100,000	Sourewell #113021-OKC-1	Vehicle and equipment parts
PlayPower, Inc. - Miracle Recreation/Miracle PlaySystems, Inc.	$125,000	Sourcewell #010521-LTS-3	Playground equipment, equipment repairs, and replacement parts
Stryker Medical (formerly Physio-Control, Inc.)	$200,000	NASPO ValuePoint #OK-SW-300 Sourcewell #048123-STY	Lifepak automated external defibrillator (AED) devices
Tesco Controls, Inc.	$80,000	GSA Advantage #GS-07F-0513X	Traffic Signal Cabinets and Accessories
Tree Pro Tree Service Inc./Ross Tree Expert Company	$400,000	CMAS #4-09-03-0378A	Arborist services
Genuine Parts Company, dba NAPA Auto Parts	$150,000	Sourcewell #032521-GPC	Parts and supplies for fleet vehicles
U.S Bancorp dba U.S Bank Corporate Payment Systems/Voyager Fleet Systems	$160,000	Sourcewell #080620-USB	Fleet Card Program for offsite fueling of fleet vehicles
Waxie Sanitary Supply/WAXIE's Enterprises, LLC	$75,000	NASPO ValuePoint #8506 CMAS #4-23-11-1017	Facilities and sanitary supplies
Total:	$4,290,000		

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City Attorney Employment Agreement - First Amendment

Date: October 22, 2024

Submitted By: Matthew McOmber, City Attorney's Office

Department: City Attorney's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the First Amendment to the Employment Agreement with the City Attorney and Authorizing the Mayor to Execute the Amendment.

Background:
On January 9, 2024, the City Council approved a City Attorney Employment Agreement with Matthew McOmber, effective February 5, 2024. The City and McOmber (Employee) subsequently identified some contract clauses that require minor, non-substantive changes to clarify approval to obtain technological tools (e.g., laptop computer and other items) and relocation reimbursement and associated revisions. A redlined version of the clarifications is included with this item for reference. If approved by the City Council, the First Amendment will be effective as of the original start date of the Employment Agreement (February 5, 2024), with the Mayor authorized to sign the accompanying Resolution and First Amendment to the Agreement.

Fiscal Impact:
There is no new or changed fiscal impact associated with this action.

ATTACHMENTS:
1. Resolution
2. First Amendment to City Attorney Employment Agreement
3. Redlined Minor Nonsubstantive Changes to Select Provisions of City Attorney Employment Agreement
4. Original City Attorney Employment Agreement (02.05.24)

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

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

Section 1. The City Council of the City of Rocklin hereby approves the First Amendment to the City of Rocklin City Attorney Employment Agreement with Matthew McOmber, effective February 5, 2024, which is attached and incorporated hereto.

Section 2. The City Council of the City of Rocklin authorizes the Mayor to execute the attached First Amendment to the Employment Agreement with the City Attorney.

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

FIRST AMENDMENT TO THE CITY OF ROCKLIN CITY ATTORNEY EMPLOYMENT AGREEMENT WITH MATTHEW McOMBER

This First Amendment to the City of Rocklin City Attorney Employment Agreement is entered into between the City of Rocklin ("City"), and Matthew McOmber ("Employee" or "City Attorney").

R E C I T A L S

WHEREAS, City and Employee previously entered into an Employment Agreement on January 9, 2024 to appoint Employee as City Attorney for the City of Rocklin ("Original Agreement"); and

WHEREAS, City and Employee desire to amend the Agreement to provide clarifying and non-substantive revisions consistent with the Parties' intent and understanding, including but not limited to provisions governing City Commitments relative to relocation reimbursement, technological tools, and electronic signatures; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph H of Section 5 of the Agreement is amended as of the effective date of the Agreement to read as follows:

H. Given the importance of technological tools to the effective and efficient business of municipal government and in compliance with annual budget appropriations, the City shall provide laptop computer, monitors, accessories, and similar electronic devices, to the City Attorney for use at the City Attorney's office, residence and remote work locations.

II. Paragraph I of Section 5 of the Agreement is amended as of the effective date of the Agreement to read as follows:

I. The City will provide relocation expenses to Employee in an amount not to exceed $10,000. Relocation must be within or near the City of Rocklin's boundaries or Placer County. Relocation expenses will be reimbursed upon presentation of supporting documentation. Relocation expenses eligible for reimbursement include moving expenses, transportation, storage costs, and temporary housing. The amount reimbursed will be considered taxable income.

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

This First Amendment shall be deemed effective as of February 5, 2024.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

City of Rocklin

_____
Greg Janda, Mayor

Dated:

_____
Matthew McOmber

ATTEST:

By: _____
Avinta Singh, City Clerk

CITY OF ROCKLIN
CITY ATTORNEY EMPLOYMENT AGREEMENT
(Original Dated February 5, 2024)

Proposed redlined changes to First Amendment to the City of Rocklin City Attorney Employment Agreement (Employee Matthew McOmber)

FOR REFERENCE ONLY

5. City Commitments.

H. Given the importance of technological tools to the effective and efficient business of municipal government and in compliance with annual budget appropriations, the City shall provide laptop computer, monitors, accessories, and similar electronic devices to the City Attorney for use at the City Attorney's office, residence and remote work locations.

I. The City will provide relocation expenses to Employee in an amount not to exceed $10,000. Relocation must be within or near the City of Rocklin's boundaries or Placer County. Relocation expenses will be reimbursed upon presentation of supporting documentation. Relocation expenses eligible for reimbursement include moving expenses, transportation, storage costs, and temporary housing. The amount reimbursed will be considered taxable income.

[END OF REDLINED CHANGES]

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EXHIBIT A

CITY OF ROCKLIN
CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of January 9, 2024, between the City of Rocklin, a municipal corporation, ("City") and Matthew McOmber (“Employee” or "City Attorney").

1. Appointment. City hereby appoints and engages Employee as City Attorney for the City of Rocklin, and Employee hereby accepts such employment. Employee shall serve at the pleasure of, and shall work for, the City Council subject to the terms of this Agreement, federal, state and local laws, and the City’s ordinances and resolutions. Employee shall also serve in his capacity as the City Attorney as counsel for the Successor Agency to the Redevelopment Agency of the City of Rocklin and the City of Rocklin Public Finance Authority.

2. Term. The Term of this Agreement shall be for approximately three (3) years. Employee anticipates he will commence employment on or about February 5, 2024. The term of this Agreement shall expire on February 4, 2027.

3. Duties. Employee shall perform the functions and duties of the City Attorney as currently in effect or as may hereafter be established by ordinance, resolution, or action of the City Council.

4. Hours Worked.

A. The City Attorney is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the duties and obligations of the City Attorney's position. The City Attorney does not have set hours of work, as the City Attorney is expected to be available at all times. Employee shall devote the necessary time to perform the functions and duties of the City Attorney’s position and shall be expected to devote a sufficient amount of time outside of normal and customary office hours in accordance with the work required as City Attorney.

B. After a minimum of four (4) full work weeks of a traditional in-person work schedule (Monday-Friday), City will allow for a hybrid in-person/remote schedule, with one to two (1-2) days of remote work per week, subject to Council and City Manager input and needs. The hybrid schedule will end when relocation is complete or September 1, 2024, whichever is sooner. There shall be no extension granted for a hybrid work schedule beyond the date of September 1, 2024.

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5. City Commitments.

A. The City shall provide the City Attorney with the compensation, incentives and benefits, specified in this Agreement.

B. The City shall provide the City Attorney with a private office, office assistance, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Attorney's duties.

C. The City shall pay for or provide the City Attorney reimbursement for all actual, reasonable, and necessary business expenses, and in compliance with annual budget appropriations approved by the City Council. The City shall provide the City Attorney with a City credit card to charge appropriate and lawful business expenses and in compliance with annual budget appropriations as approved by the City Council.

D. The City agrees to pay Employee's State Bar and other professional dues that are necessary for the City Attorney's job performance and in continuation and full participation in state, regional or local associations and organizations necessary and desirable for the good of the City and in compliance with annual budget appropriations as approved by the City Council.

E. The City agrees to pay the reasonable travel and subsistence expenses for the City Attorney limited to the annual budget appropriations as approved by the City Council to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Attorney, including, but not limited to, attendance at the League of California Cities City Attorneys' and Annual conferences, other national, regional, state, and local conferences, and governmental groups and committees upon which the City Attorney serves as a member.

F. The City also agrees to pay for reasonable travel and subsistence expenses of the City Attorney limited to the annual budget appropriations as approved by the City Council for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Attorney.

G. The City recognizes the desirability of representation in and before local civic and other organizations, and the City Attorney is authorized to become a member of civic clubs, the local bar association or organizations, for which the City shall pay membership dues as limited to the annual appropriations as approved by the City Council.

H. Given the importance of technological tools to the effective and efficient business of municipal government and in compliance with annual budget appropriations, the City shall provide laptop computer, fax, and similar electronic devices to the City Attorney at the City Attorney's office, and with the written consent of the City Council, at the City Attorney's residence.

DocuSign Envelope ID: A75D31D2-71F0-457F-ACC7-F38709844CD3

I. The City will provide relocation expenses to Employee in an amount not to exceed $10,000. Such expense reimbursement shall be available to Employee during the first six months of employment. Relocation must be within or near the City of Rocklin's boundaries and the date of the movement and/or storage of household goods may be extended with the City Council approval if a home is purchased after September 1, 2024. Relocation expenses will be reimbursed upon presentation of supporting documentation. Relocation expenses eligible for reimbursement include moving expenses, transportation, storage costs, and temporary housing. The amount reimbursed will be considered taxable income.

6. Salary and Benefits. City agrees to compensate Employee for his services under this Agreement as follows:

A. Salary. City shall pay Employee for services rendered under this Agreement an annual salary consisting of $225,000 for the services as City Attorney. Salary shall be paid in twenty-six equal payments on the City's regular payroll.

1) Employee shall automatically receive any across the board cost of living adjustments (COLA) that are provided to City's management salary ranges, including but not limited to a 2.5% (two and one-half percent) COLA that will take effect July 1, 2024.

2) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Attorney, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

B. Benefits. In addition to salary, Employee shall be entitled to all benefits, rights, and privileges accorded to non-public safety City department directors as provided in the Management and Confidential Employees Agreement, except as otherwise provided in this Agreement. If there is any conflict between this Agreement or any resolution fixing compensation and benefits for non-public safety City department directors or other unclassified employees, this Agreement shall control. The City Attorney shall be entitled to the following benefits:

1) Retirement. Subject to the Public Employees' Retirement Law, Employee shall be a member of the Public Employee Retirement System (CalPERS) at the two percent (2%) @ 62 formula for PEPRA members. Employee contributions to CalPERS shall be consistent with the rules, regulations, benefits, and policies relating to Employee Relations for the Management and Confidential Employees ("Management and Confidential Employees Agreement") adopted by Resolution of the City Council from time to time. As of the effective date of this Agreement, Employee shall pay Employee's contribution to CalPERS consistent with the Management and Confidential Employees Agreement, plus an additional two percent (2%) of his respective salary towards the Employer's retirement contribution.

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2) Insurance. City shall obtain and pay for a basic term life insurance policy for Employee in the amount of $200,000 and for up to $200,000 for accidental death and dismemberment insurance.

3) Sick Leave, Vacation and Management Leave.

A. Employee will accrue sick leave in the amount of twelve (12) days annually consistent with Management and Confidential Employees. Sick Leave will be used, accrued and treated in the same manner as the terms relating to Sick Leave set forth for Management and Confidential Employees. Sick Leave will not be cashed out upon separation from employment, except as provided under the Management and Confidential Employees Resolution. Upon hire, the Employee shall be credited with forty (40) hours of sick leave, which shall not effect or reduce Employee's sick leave accrual thereafter.

B. Employee will accrue vacation leave in the amount of twenty (20) days annually with a cap on the total accrual of three hundred twenty hours. Upon termination of this Agreement, Employee will receive the cash value of any accrued vacation days. Upon hire, the Employee shall be credited with eighty (80) hours of vacation leave, which shall not effect or reduce Employee's vacation leave accrual thereafter.

C. Employee will be granted Management Leave in the amount of eighty (80) hours per fiscal year, which commences on July 1 and extends through June 30 each year, in the same manner as Management Employees. Management Leave is accrued in a lump sum on July 1 each year. For the remainder of the 2023-2024 fiscal year, Employee will be credited with eighty (80) hours of management leave at the date of hire. Unused hours shall not roll over to subsequent years and shall have no cash out value, except if otherwise allowed by applicable City rules, regulations, benefits, Resolution, policy, or City Manager authority. Unused Management Leave upon termination or expiration of this Agreement shall be paid to Employee.

4) Car and Cell Phone Allowance. Employee shall be paid a car and cell phone allowance in the amount of $500 a month payable bi-weekly on the City's regular payroll. Employee shall supply his own cellular telephone.

5) Health Benefits. Employee will be granted Health Benefits in the same amounts and in the same manner as Management and Confidential Employees.

6) Retiree Health. Employee is entitled to Retiree Health Benefits in the same manner as Management and Confidential Employees.

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7) Dental and Vision. Employee will be granted Dental and Vision insurance in the same manner as Management and Confidential Employees.

8) Long- and Short-Term Disability Coverage. Employee will be granted long and short-term disability coverage in the same manner as Management and Confidential Employees.

9) City Holidays. Employee shall receive the same City Holidays as Management and Confidential Employees.

10) Furlough. Employee is required to participate in any City furlough program in the same manner as Management and Confidential Employees.

11) Loan Option for Primary Residence Purchase. During the term of the Agreement, as an incentive to encourage Employee to accept the City Attorney position and to encourage the Employee to live within the City's limits, Employee shall be eligible for a low interest loan ("Loan") from the City for a down payment for the purchase of a home within the City of Rocklin. The Loan shall be in an amount not to exceed the lesser of two hundred thousand dollars ($200,000) or the amount of non-City financing obtained by Employee to purchase a qualifying home within the City of Rocklin. If the Employee exercises the loan option, then (a) the Employee shall execute all documentation as determined necessary by the City to facilitate the Loan, including but not limited to a personal guarantee, loan agreement, promissory note, deed of trust, and any other documents required; and (b) City agrees to provide information and documents to any financial institution or lender necessary for Employee to apply for and obtain non-City financing and funding of the purchase of a qualifying home.

A. Interest for the Loan shall be calculated based on apportionment rates for the Local Agency Investment Fund at the time the loan option is exercised, administered by the California State Treasurer's Office (LAIF) plus one quarter percent (0.25%). The re-payment of the loan to the City will be amortized over a thirty (30) year period, unless a different repayment period applies in accordance with this section's subsections. The loan rate is fixed for the first five (5) years and shall re-set based on LAIF plus one quarter percent (0.25%) annually after the first five (5) years.

B. Employee shall use the entire amount of the Loan for the down payment to purchase a home within the City, which he will use and reside in as his primary residence. Employee shall not use the City loan to purchase a home to rent or lease to other occupants, whether on a short-term or long-term basis. If Employee rents or leases the home purchased with the City loan before repaying the entirety of the Loan, he will be in breach of this Agreement, the entire loan amount will be immediately due and owing, and the Employee will be required to pay back the Loan immediately. If the Employee uses less than the entire amount of the Loan for the down payment, any excess amount shall be immediately repaid to the City.

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C. This Loan shall be recorded as a second Deed of Trust (Junior Debt Instrument), assuming that Employee obtains senior purchase money financing, such as a Promissory Note secured by a first Deed of Trust (Senior Debt Instrument or Instruments). In the event Employee does not secure such Senior debt financing or a first Deed of Trust, this City-provided Loan shall be senior and recorded as a first Trust Deed. Any further trust deeds will be subordinate to the trust deed recorded pursuant to this Agreement.

D. If Employee is terminated, resigns, or retires from his employment as a City Attorney with the City; sells or otherwise loses possession of the home; dies; materially breaches any agreement related to the Loan; or the Term of this Agreement lapses, Employee shall pay the outstanding balance of the City loan within twelve (12) months of such event.

E. Should the City, upon default of Employee to repay the Loan, be required to take legal action to collect this Loan, Employee shall be responsible to City for all costs, including reasonable attorney's fees and other expenses, incurred by City in collection efforts hereunder.

F. The Loan is not transferable or assignable by Employee.

G. The Employee shall be solely responsible for payment of any cost, fee, tax, damage, or payment required that may arise from the terms of the Loan or any related agreement or the purchase of the home, including but not limited to mortgage payments, home owners' insurance, property taxes, maintenance and repairs, or any other cost, fee, or penalty.

7. <u>Termination of Employment</u>.

A. Notwithstanding the Term of this Agreement, Employee may voluntarily resign as City Attorney on the condition that Employee shall give sixty (60) days' notice in advance, unless the Parties agree otherwise in writing.

B. The City Council may terminate the employment of the City Attorney at any time, with or without cause, by a majority vote of its members. However, if termination is Without Cause, then Employee or his Estate shall be entitled to a severance payment and severance benefits as stated in Section 9. Notice of termination, with or without cause, shall be provided to the City Attorney in writing. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed meeting of the City Council .

C. Given the at-will nature of the position of City Attorney, an important element of the employment agreement pertains to termination. It is in both

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the City's interest and that of the City Attorney that any separation of the City Attorney is done in a businesslike manner.

8. Termination For Cause.

A. Notwithstanding any other provision in this Agreement, the City may terminate the City Attorney "For Cause." As used in this Agreement, "For Cause" shall mean one or more of the following: (1) material breach by Employee of the terms of this Agreement; (2) damage of a material nature to any property of City caused by Employee's willful or negligent conduct; (3) City Attorney's intentional refusal to comply with the City Council's reasonable and lawful instructions; (4) severe and extended incapacity due to injury or illness (physical or mental) such that Employee cannot perform the essential functions and duties of City's Attorney's job consistent with the ADA and applicable California law; (5) willful misconduct, including but not limited to Employee's harassment of employees or the public in violation of City's policies or federal, state and/or local laws; (6) dishonesty for personal gain; (7) conviction of a felony of any type or a misdemeanor involving moral turpitude; (8) continued abuse of non-prescription drugs or alcohol that prevents the performance of the City Attorney's job duties; (9) unexcused absence from his position for more than two (2) consecutive weeks in any twelve (12) month period; and (10) repeated and protracted unexcused absences from the City Attorney's office and duties.

B. In the event the City terminates the City Attorney For Cause, then the City may terminate this Agreement, and the City Attorney shall be entitled to only the compensation and benefits accrued up to the date of termination, and such other termination benefits and payments as may be required by law. Further, if terminated For Cause, the City Attorney shall not be entitled to any severance pay or severance benefits set forth in Section 9.

C. Notwithstanding any provision in this Agreement, this Agreement is subject to the provisions of Government Code sections 53243 through 53244 regarding abuse of discretion which are attached hereto as Exhibit 1 or as hereinafter amended. By executing this Agreement, Employee acknowledges that these Government Code provisions apply to and control this Agreement.

9. Severance Pay.

A. In the event the City Attorney is terminated by the City Council Without Cause, subject to Section 9.B below, City shall pay City Attorney or his Estate a lump sum or in four (4) monthly installments, as City decides in its discretion, an amount equal to four (4) months of the then current base annual salary as provided in Section 6.A. of this Agreement or as amended from time to time; provided however, if the number of months left on the unexpired term of the Agreement is less than four (4) months, then the severance payment shall be an amount equal to the monthly base salary of the Employee multiplied by the number of months left on the unexpired term

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of the Agreement. Severance Pay shall not include accrual of Vacation, Sick, or Management Leave. Employer agrees to make the lump sum payment, or initial monthly installment payment, less withholdings, within thirty (30) days of the execution of the waiver and release referenced in Section 9.B. In addition to the severance pay provided in this Section 9.A., the City shall extend to the City Attorney the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

B. Eligibility for severance pay is expressly conditioned upon Employee's execution of a waiver and release of any and all of Employee's known and unknown claims, if any, against the City, its Council members, officers, and employees in a form mutually acceptable to the City and City Attorney. If a waiver and release in a form acceptable to the City and City Attorney is not executed, the City shall have no obligation to make any payments under Section 9.A.

C. All payments required under this Agreement are subject to and shall be interpreted to comply with the limitations set forth in Government Code sections 53260 to 53264.

10. <u>Indemnification</u>.

A. To the full extent federal, state or local laws, including as provided by the California Torts Claims Act (Government Code section 810, et. seq.), the City and the Successor Agency to the Redevelopment Agency of the City of Rocklin, jointly and severally, shall defend and indemnify the City Attorney against and for all losses sustained by the City Attorney in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment.

B. To the extent required by state or local laws, the City shall defend, indemnify and hold harmless the City Attorney against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney, in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon in its sole discretion.

C. Whenever the City Attorney shall be sued for damages arising out of the performance of the City Attorney's s duties, and to the extent required by state or local laws, the City shall indemnify the City Attorney from any judgment, award, or settlement rendered against the City Attorney; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Attorney's capacity as City Attorney, regardless of whether the

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notice of filing of a lawsuit occurs during or following employment with the City. This provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Attorney may have under the law.

D. In the event that Employee shall serve as the City Attorney of other City related legal entities as provided in this Agreement, then each provision of this section shall be equally applicable to each City related legal entity as those set forth in an indemnity agreement between Employee and that legal entity.

11. Severability. If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

12. Other Terms and Conditions.

A. The City Council, in consultation with Employee, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, City ordinances, or any other law.

B. Employee and City shall meet and complete a performance evaluation annually.

C. The text hereof shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the City Council. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

D. Notices.

Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

1. EMPLOYER: Mayor
City of Rocklin
3970 Rocklin Road
Rocklin, California 95677

2. EMPLOYEE: Matthew McOmber
3771 Greenhaven Lane.
Redding, California 96001.

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13. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the U.S. Postal Service.

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

City of Rocklin

DocuSigned by:
Greg Janda
4F5547377AA74C2...

Greg Janda, Mayor

DocuSigned by:
Matthew McOmber
2813838CD9A8440...

Matthew McOmber

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Attest:

DocuSigned by:
Haley Reid
05D3E397B9AA45F...

Haley Reid, Acting City Clerk

Approved as to form:

DocuSigned by:
Daniel Cucchi
5553D9734517413...

Dan Cucchi, Interim City Attorney

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EXHIBIT 1

ARTICLE 2.6. Abuse of Office [Government Code §§ 53243 - 53244]

Government Code § 53243.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.1.

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.2.

On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his office or position.

Government Code § 53243.3.

On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his office or position.

Government Code § 53243.4.

For purposes of this article, “abuse of office or position” means either of the following:
(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

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(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Government Code § 53244.

(a) A local public officer, as defined in subdivision (b), who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he may be entitled under any public retirement system in which he is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

(b) For the purposes of this section, “local public officer” means a person, either elected or appointed, who exercised discretionary, executive authority in his employment.

(c) This section shall apply to any claim filed prior to the effective date of the act enacting this section, and still pending on that date, and any claim commenced after that date.

(d) Upon conviction, a local public officer as described in subdivision (a), and the prosecuting agency shall each notify the public employer who employed the local public officer at the time of the commission of the felony within 60 days of the felony conviction. The operation of this section is not dependent upon the performance of the notification required by this subdivision.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: California Natural Resources Agency - Grant Agreement

Date: October 22, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting State General Fund Grants Funds for the Sunset Whitney Connector Bridge and Authorizing the City Manager to Execute Required Documents.

Background:
As part of the 2023/24 State budget cycle, the City of Rocklin was awarded $500,000 to build a connector bridge between Sunset Whitney Recreation Area and Johnson-Springview Park. This funding was provided in AB 102 (Budget Act of 2023) and is programmed through the California Natural Resources Agency.

The proposed pedestrian bridge will be in the northern part of Johnson-Springview Park, over Antelope Creek, providing a connection point from the park to the greater trail system associated with the Sunset Whitney Recreation Area and create a path for students to walk safely to school.

This project has been in process since the creation of the Sunset Whitney Recreation Area (SWRA). SWRA has 4.8 miles of trails and connects residents to key amenities in the City, including shopping, schools, and other parks. Currently, residents who desire to cross Antelope Creek must travel out of SWRA to the only other bridge over Antelope Creek (Farron Street). This pedestrian bridge will create a safe, reliable crossing point that is closer to the schools, and connect the two largest parks in the City.

At the August 27, 2024 City Council meeting, the City Council authorized $1.2 million in federal American Rescue Plan Act (ARPA) funding to build this connector bridge. With the ARPA funding and the state earmark, staff can continue with design and development of the connector bridge.

The attached Resolution will grant the City Manager the authority to enter into a grant agreement with the California Natural Resources Agency to provide the previously committed $500,000 from the state to help build this bridge.

Fiscal Impact:
There is no direct fiscal impact to approve the attached Resolution. As expenditures are made for this project, those over the City Manager's signing authority will return to City Council for approval.

ATTACHMENTS:
1. Resolution
2. Project Information Form
3. Sample Grant Agreement

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING STATE GENERAL FUND GRANTS FUNDS FOR THE SUNSET WHITNEY CONNECTOR BRIDGE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE REQUIRED DOCUMENTS

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the SWRA-JSP Connector Bridge project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for the above project.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Rocklin:

Section 1. Approves the acceptance of a general fund allocation for local assistance for the above project; and

Section 2. Certifies that said agency understands the assurances and certification in the Project Information Form; and

Section 3. Certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement; or will secure the resources to do so; and

Section 4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code; and

Section 5. Certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and

Section 6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide; and

Section 7. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED this 22nd day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

G. PROJECT INFORMATION FORM

Project Name
SWRA Connector Bridge

Estimated Date of Completion: 8/31/2028
Grant Amount: $500,000
Estimated Total Project Cost: $2,500,000
(State grant, other funds, and in-kind)

Grantee Name (with mailing address)
City of Rocklin
3970 Rocklin Rd
Rocklin, CA 95677

Check one:
☐ **Nonprofit**
X **Local Agency**
☐ **State Agency**

County	**Nearest City/Town**
Placer	Rocklin

Project Address (or nearest cross street)
Argonaut Ave and Midas Ave

Senate Dist.	**Assembly Dist.**	**US Congressional Dist.**
1 & 6	5	3

Grantee's Representative Authorized in Resolution **(Signature required at bottom of this page)**

Name: Aly Zimmermann **Title:** City Manager

Phone: 916-625-5585 **Email:** alyz@rocklin.ca.us

Project Manager – Person with day-to-day responsibility for project (if different from authorized representative)

Name: Elizabeth Sorg **Title:** Management Analyst

Phone: 916-625-5582 **Email:** elizabeth.sorg@rocklin.ca.us

Brief Description of Project
(Summarize major activities to be funded by this Grant)

This project will construct a pedestrian bridge connecting the two largest parks in the City: the Sunset Whitney Recreation Area (SWRA) and Johnson Springview Park. The grant funding will be used to complete an environmental document (i.e., CEQA), obtain regulatory permits from outside agencies, and prepare preliminary design. Should funding allow, final design will be performed.

Latitude	**Longitude**
38.79537	-121.24490

Site Control/Land Tenure (check the box that applies)

X Grantee owns the property
☐ Grantee leases the property – Term End: Enter date

☐ Grantee owns an easement on the property.

☐ Grantee has an MOU with the property owner.

☐ Not applicable – Project is a plan or program.

I certify that the information in this Project Information Form, including all attachments, is complete and accurate.

Signed: _____ _____
Grantee's Authorized Representative as shown in Resolution **Date**

Aly Zimmermann — **Print Name**
City Manager — **Title**

Designee? ☐ **Yes** X **No**
(If yes, attach letter of designation from authorized representative.)

W. SAMPLE DEVELOPMENT GRANT AGREEMENT

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME:

PROJECT TITLE:

AGREEMENT NUMBER:

AUTHORITY: Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence the project will be operated and maintained for a minimum of ___ years satisfactory to the State for all land to be improved under this Agreement.

2. Projects must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, where applicable, to ensure the historical integrity of the project. In addition, any local, state, and federal ordinances and laws (such as the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act) must be followed to ensure the historical integrity of the project. Grant funds may NOT be used for demolition or non-historic treatment of historic structures or resources that are determined eligible for listing on the National Register of Historic Places or the California Register of Historical Resources.

3. If the Grantee is a nonprofit organization and ceases to exist, and, as a result, the Project will not be maintained, operated and used in fulfillment of the purpose funded by this Grant for the minimum number of years required by Section H of this Agreement, the State shall be entitled to repayment of the amount of the Grant plus accrued interest from the nonprofit organization's remaining assets.

4. If Grantee is a federally recognized Native American Tribe Section F below will be replaced with the following:

   F. Grantee's Limited Waiver of Sovereign Immunity and Hold Harmless

1. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.

2. Limited waiver of sovereign immunity and hold harmless. Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the State, its officers, agents, and employees.

3. Grantee shall indemnify and hold harmless the State, its officers, agents, and employees in perpetuity against any and all claims, demands, damages, costs, expenses, or liability costs arising out of the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of the State, its officers, agents, or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending the State in court but shall reimburse for actual invoiced costs associated with the defense.

   Grantee and the State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2023 (Chapters 12, 38, and 189, Statutes of 2023).

2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.

3. The term "Agreement" means this Grant Agreement

4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.

5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grants, FY 2023-2024, Development & Acquisition.

6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

10. The term "Grantee" means an entity who has a signed agreement for Grant Funds.

11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.

13. The term "Payment Request Form" means Form RA212.

14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with Grant Funds.

15. The term "Project Budget" means the State approved cost estimate included as Exhibit A-1 to this Agreement.

16. The term "Project Property" means the property being developed or acquired with Grant Funds.

17. The term "Project Scope" means the description or activity for work to be accomplished by the Project.

18. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.

19. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.

3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and

under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2027**.

4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

11. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

12. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement for Development will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.

b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

c. Advance payments may be made at the discretion of the State.

d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

e. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.

b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2027**.

5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner, preferably no less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best

interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee

shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. If Grantee owns the Project Property, Grantee shall not sell or transfer the Project Property (including any portion of it or any interest in it) during the Land Tenure Term defined in paragraph H.2. below without the written approval of the State of California, acting through the Natural Resources Agency, or its successor. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. If Grantee does not own the Project Property, Grantee shall notify the State within 30 days of any sale or transfer of the property, at which time the State may seek any and all remedies available under Section E of this Agreement.

2. Grantee shall maintain, operate, and use (or shall ensure via written agreement with the landowner that the project is maintained, operated, and used) in fulfillment of the purpose funded pursuant to this Grant for a minimum of **NUMBER OF (XX)** years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines (the "Land Tenure Term"). Grantee, Grantee's successor in interest, or the Assignee of this Agreement, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee agrees to use the Project Property (or shall ensure via written agreement with the landowner that the property will be used) solely for the purposes for which the Grant was made and no other use or sale or other disposition of the property shall be made during the Land Tenure Term. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. Reimbursement of Grant with interest: At the State's sole discretion, if the Grantee owns the Project Property and the use of the property is changed to a use that is not permitted by the Agreement or if the property is sold or otherwise disposed of by Grantee, the State may seek an amount equal to: (1) the amount of the Grant plus accrued interest at the prime interest rate at the time of disposition, and (2) the amount of any increase in property value attributed to grant-funded improvements to the Project Property. If the Grantee does not own the Project Property, and the use of the Project Property is changed to a use that is not permitted by this Agreement or is sold or otherwise disposed of within the Land Tenure Term, at the State's sole discretion, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest at the prime interest rate at the time of disposition.

5. Grantee shall not use or allow the use of any portion of the Project Property as security for any debt during the Land Tenure Term. If the grantee does not own the Project Property, written approval of the State must be obtained for use of the Project Property (including any portion of it or any interest in it) to be used as security for any debt, provided such approval by the State shall not be unreasonable withheld as long as the purposes for which the Grant was awarded are maintained and does not make the State a guarantor or a

surety for any debt, nor waive the State's rights to enforce performance under this Agreement.

6. Grantee shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State. If the grantee does not own the Project Property, the grantee shall ensure via written agreement with the landowner that the landowner shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Community Development Department Quarterly Building Report

Date: October 22, 2024

Submitted By: David Mohlenbrok, Community Development Department Director

Department: Community Development

Recommendation:
Receive the Quarterly Building Report for the Quarter ending September 30, 2024.

ATTACHMENTS:
1. Community Development Department Quarterly Building Report July - September 2024

CITY OF ROCKLIN

Community Development Department

Building Division

MONTHLY BUILDING REPORTS

ROCKLIN
CALIFORNIA

July – September 2024

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 7/1/2024 and 7/31/2024

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**10**	**$1,638,600.00**	**$51,315.49**
ALTERATIONS	1	$69,000.00	$4,052.23
OTHER	2	$85,000.00	$2,909.20
SIDING	1	$8,000.00	$441.34
TENANT IMPROVEMENT	6	$1,476,600.00	$43,912.72
COMMERCIAL NEW	**1**	**$5,000.00**	**$556.92**
PATIO COVER	1	$5,000.00	$556.92
ELECTRICAL	**55**	**$1,420,164.00**	**$44,616.85**
ELECTRICAL PANEL-RES	6	$36,735.00	$2,097.00
ESS-RES	5	$59,344.00	$3,164.07
EVCS - RES	7	$12,514.00	$2,264.50
OTHER	4	$34,699.00	$1,461.98
PHOTOVOLTAIC-RES	3	$47,230.00	$1,415.60
PV/ESS-RES	30	$1,229,642.00	$34,213.70
MECHANICAL	**41**	**$780,660.28**	**$14,052.75**
HVAC-COM	4	$61,250.00	$1,461.15
HVAC-RES	37	$719,410.28	$12,591.60
PLUMBING	**17**	**$121,514.62**	**$5,796.30**
OTHER	9	$91,812.00	$3,105.10
SOLAR PANELS-RES	2	$14,570.00	$750.20
WATER HEATER-RES	6	$15,132.62	$1,941.00
POOL	**9**	**$752,671.00**	**$10,349.35**
POOL	4	$286,671.00	$4,429.27
POOL/SPA	5	$466,000.00	$5,920.08
RES 1 2 FAMILY ALTER	**43**	**$1,130,352.09**	**$33,072.38**
ADDITION	2	$115,500.00	$4,241.33
ALTERATIONS	12	$435,700.00	$13,759.55
OTHER	11	$209,535.11	$6,943.76
ROOFING	16	$333,766.98	$7,001.00
SIDING	2	$35,850.00	$1,126.74
RES 1 2 FAMILY NEW	**21**	**$4,163,019.96**	**$468,936.13**
DWELLING	13	$4,045,161.56	$462,375.14
PATIO COVER	7	$97,858.40	$5,694.30
RETAINING WALL	1	$20,000.00	$866.69
SIGN	**3**	**$13,336.00**	**$2,320.65**
BLDG PLANNING PERMIT	3	$13,336.00	$2,320.65
WEB RES HVAC	**97**	**$1,603,993.66**	**$31,390.50**
Unassigned	97	$1,603,993.66	$31,390.50
WEB RES WATER HEATER	**12**	**$44,546.70**	**$3,882.00**
Unassigned	12	$44,546.70	$3,882.00
Totals:	**309**	**$11,673,858.31**	**$666,289.32**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 8/1/2024 and 8/31/2024

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**9**	**$1,549,837.00**	**$39,440.72**
ALTERATIONS	2	$525,000.00	$10,657.36
OTHER	2	$87,000.00	$3,536.22
ROOFING	1	$17,050.00	$583.66
TENANT IMPROVEMENT	4	$920,787.00	$24,663.48
COMMERCIAL NEW	**4**	**$2,013,275.30**	**$230,660.28**
BUILDING	3	$1,873,275.30	$227,266.77
OTHER	1	$140,000.00	$3,393.51
ELECTRICAL	**53**	**$4,181,875.54**	**$47,831.16**
ELECTRICAL PANEL-RES	7	$19,160.00	$2,369.50
ESS-RES	2	$42,113.00	$1,170.00
EVCS - RES	5	$4,771.00	$1,669.10
OTHER	2	$2,700.00	$647.00
PHOTOVOLTAIC-COM	14	$3,243,394.00	$17,449.32
PHOTOVOLTAIC-RES	4	$67,820.00	$2,248.00
PV/ESS-RES	19	$801,917.54	$22,278.24
MECHANICAL	**29**	**$462,688.62**	**$10,181.60**
HVAC-COM	3	$39,052.00	$1,172.03
HVAC-RES	26	$423,636.62	$9,009.57
MISCELLANEOUS	**1**	**$12,553.00**	**$323.50**
ELEC/MECH/PLUM-RES	1	$12,553.00	$323.50
PLUMBING	**10**	**$83,500.00**	**$3,236.00**
OTHER	4	$27,800.00	$1,294.00
WATER HEATER-RES	6	$55,700.00	$1,942.00
POOL	**5**	**$377,052.00**	**$4,936.92**
POOL	4	$268,274.00	$3,795.28
POOL/SPA	1	$108,778.00	$1,141.64
RES 1 2 FAMILY ALTER	**40**	**$1,060,431.32**	**$30,777.62**
ADDITION	1	$100,000.00	$3,781.02
ADDITION AND ALTERATION	1	$26,640.00	$2,047.95
ALTERATIONS	12	$336,861.00	$11,659.86
OTHER	11	$244,526.32	$6,538.29
ROOFING	15	$352,404.00	$6,750.50
RES 1 2 FAMILY NEW	26	$5,999,188.94	$661,985.37
DETACHED GARAGE	1	$80,000.00	$2,852.05
DWELLING	19	$5,800,749.84	$654,084.57
OTHER	1	$14,147.20	$716.44
PATIO COVER	1	$20,673.90	$897.47
RETAINING WALL	2	$32,500.00	$1,527.28
SHED	2	$51,118.00	$1,907.56
SIGN	**3**	**$4,000.00**	**$1,918.00**

BLDG PLANNING PERMIT	2	$4,000.00	$1,494.00
PLANNING PERMIT	1	$0.00	$424.00
WEB RES HVAC	**66**	**$1,048,255.29**	**$21,357.00**
Unassigned	66	$1,048,255.29	$21,357.00
WEB RES WATER HEATER	**9**	**$36,374.38**	**$2,911.50**
Unassigned	9	$36,374.38	$2,911.50
Totals:	**255**	**$16,829,031.39**	**$1,055,559.67**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 9/1/2024 and 9/30/2024

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL NEW	**2**	**$125,000.00**	**$4,804.69**
OTHER	2	$125,000.00	$4,804.69
DEMOLITION	**1**	**$1,300.00**	**$387.50**
RES 1 2 FAMILY	1	$1,300.00	$387.50
ELECTRICAL	**43**	**$914,400.51**	**$31,667.08**
ELECTRICAL PANEL-RES	6	$22,400.00	$1,941.00
ESS-RES	2	$48,708.62	$1,170.00
EVCS - COM	1	$17,492.00	$375.10
EVCS - RES	10	$16,038.89	$3,235.00
OTHER	2	$1,900.00	$752.00
PHOTOVOLTAIC-RES	2	$37,200.00	$823.60
PV/ESS-RES	20	$770,661.00	$23,370.38
MECHANICAL	**14**	**$275,178.26**	**$4,552.80**
HVAC-COM	2	$70,700.00	$668.80
HVAC-RES	12	$204,478.26	$3,884.00
MISCELLANEOUS	**1**	**$17,850.00**	**$732.55**
ELEC/MECH/PLUM-RES	1	$17,850.00	$732.55
PLUMBING	**8**	**$70,644.00**	**$2,730.00**
OTHER	5	$57,645.00	$1,759.50
WATER HEATER-RES	3	$12,999.00	$970.50
POOL	**6**	**$524,745.00**	**$6,306.22**
POOL	3	$155,850.00	$2,747.76
POOL/SPA	3	$368,895.00	$3,558.46
RES 1 2 FAMILY ALTER	**20**	**$1,027,813.60**	**$21,559.14**
ALTERATIONS	4	$154,000.00	$5,812.81
OTHER	5	$610,500.00	$10,404.23
ROOFING	10	$228,313.60	$4,459.00
SIDING	1	$35,000.00	$883.10
RES 1 2 FAMILY NEW	**25**	**$4,350,262.34**	**$472,109.46**
DETACHED GARAGE	1	$50,000.00	$1,850.76
DWELLING	16	$4,071,791.54	$461,483.47
OTHER	1	$9,800.00	$805.53
PATIO COVER	7	$218,670.80	$7,969.70
SIGN	**7**	**$37,208.00**	**$4,990.96**
BLDG PLANNING PERMIT	5	$32,700.00	$4,142.96
PLANNING PERMIT	2	$4,508.00	$848.00
WEB RES HVAC	**46**	**$720,444.48**	**$14,885.00**
Unassigned	46	$720,444.48	$14,885.00
WEB RES WATER HEATER	**11**	**$42,949.60**	**$3,558.50**
Unassigned	11	$42,949.60	$3,558.50
Totals:	**184**	**$8,107,795.79**	**$568,283.90**

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Park Drive Pavement Rehabilitation Project – Notice of Completion

Date: October 22, 2024

Submitted By: Andrew Shaw, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Park Drive Pavement Rehabilitation Project (Project No. 50005), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City.

Background:
The Park Drive Pavement Rehabilitation Project repaved Park Drive between Stanford Ranch Road and Sceptre Drive. On December 12, 2023, the City Council adopted Resolution No. 2023-209, awardinga construction contract to Central Valley Engineering and Asphalt, Inc. in the amount of $1,643,677 with a 15% contingency ($246,323) for a total construction budget of $1,890,000.

The Engineering Division has completed final inspections and found the work to be complete and in accordance with the plans and specifications. The project is now ready for acceptance.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The construction project came in under the approved budget utilizing a combination of federal Regional Surface Transportation Program (RSTP) Grant Funds (Fund 240) and SB325 Sales Tax Funds (Fund 210) for a total construction cost of $1,791,128.67.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 (Notice of Completion) and Exhibit A (Map)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE PARK DRIVE PAVEMENT REHABILITATION PROJECT (PROJECT NO. 50005), APPROVING THE NOTICE OF COMPLETION, AND AUTHORIZING AND DIRECTING THE SENIOR ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY

WHEREAS, the Park Drive Pavement Rehabilitation Project repaved Park Drive between Stanford Ranch Road and Sceptre Drive; and

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

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

Section 1. The Notice of Completion on file in the City Clerk's Office relative to that public work known as the Park Drive Pavement Rehabilitation Project (Project No. 50005) attached hereto and incorporated herein as Exhibit "1" is approved and the public work accepted.

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

PASSED AND ADOPTED this 22nd 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 “1”
Notice of Completion

Recording Requested by and Return to:

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

No Fee Per Gov't Code § 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **Park Drive Pavement Rehabilitation Project (Project No. 50005)** is complete. The location of said project (Park Drive between Stanford Ranch Road and Sceptre Drive) is indicated on the map attached hereto as Exhibit "A" and incorporated herein by this reference. The owner of said project is the City of Rocklin. The contractor on said project was **Central Valley Engineering and Asphalt, Inc**., and the surety on said project was **Everest National Insurance Company**. The date of completion was August 20, 2024.

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

ATTEST:

_____
Avinta Singh, City Clerk

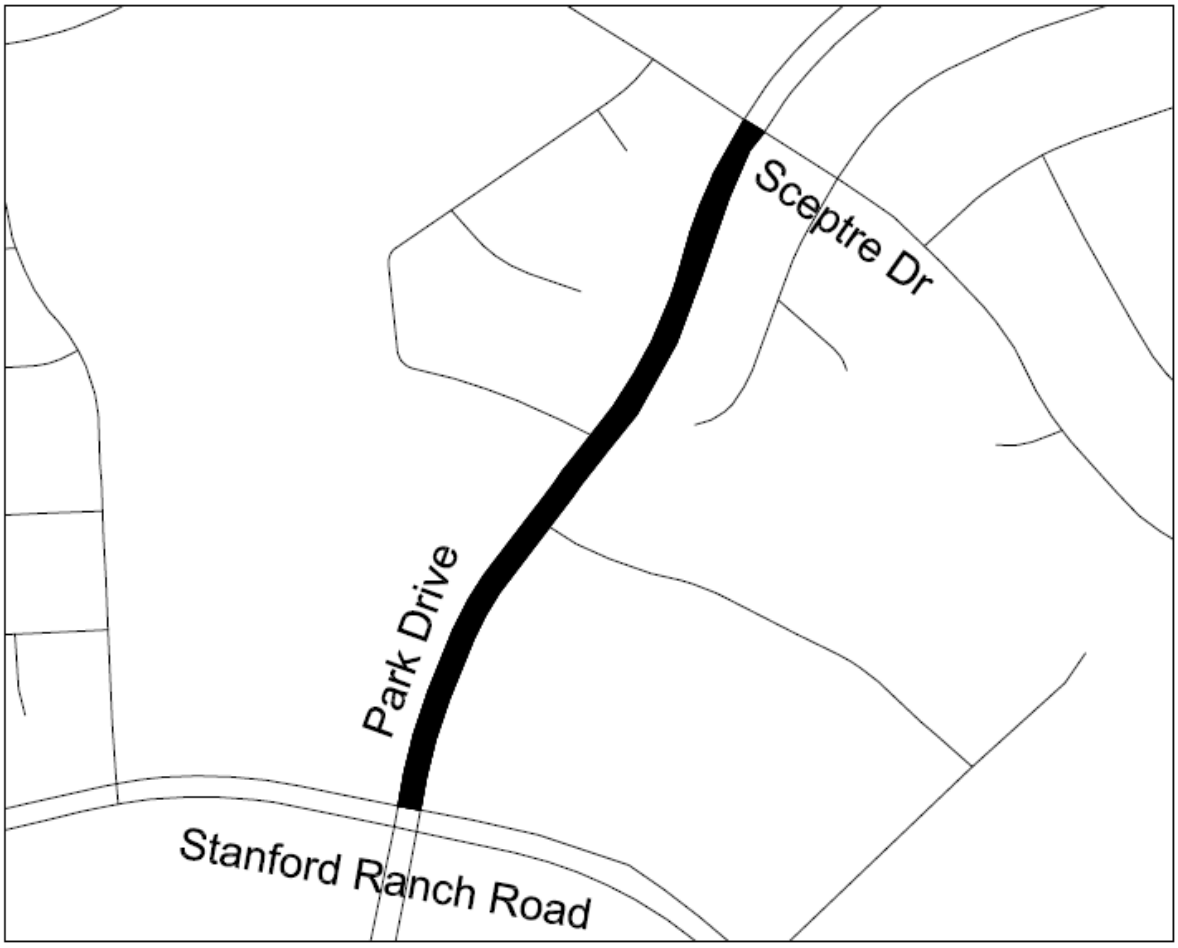
City of Rocklin

_____
Senior Engineer, City of Rocklin,
3970 Rocklin Road, Rocklin, California –
Owner of the Public Work Improvement

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

Date:_____ Signature:_____
Larry M. Wing
Senior Engineer, City of Rocklin

EXHIBIT “A”
NOTICE OF COMPLETION OF
PARK DRIVE PAVEMENT REHABILITATION PROJECT



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Ranch Parkway Widening Project

Date: October 22, 2024

Submitted By: Andrew Shaw, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Waiving a Discrepancy in the Low Bid and Awarding a Construction Contract for the Whitney Ranch Parkway Widening Project to Carone and Company, Inc. and Authorizing the City Manager to Execute the Agreement.

Background:
Whitney Ranch Parkway between State Route 65 (SR 65) and University Avenue is predominantly a 2- and 4-lane roadway. As part of its Placer Parkway Phase 1 project, the Placer County Department of Public Works currently has construction drawings to expand this section of Whitney Ranch Parkway into a 6-lane configuration and install a traffic signal at the University Avenue/Whitney Ranch Parkway intersection.

Due to several commercial and residential projects anticipated to come on line in this area within the next 24 months, and understanding that these projects will likely be open for business or occupied by residents before Placer County is able to complete construction, City staff proposed taking the lead on the roadway widening and the traffic signal installation, but only within Rocklin city limits, thus avoiding the extensive coordination for work performed within the Caltrans right-of-way.

On April 23, 2024, the City Council approved a Design Review (DR2023-0001) via Resolution No. 2024-96 (Attachment 3). Exhibit C to the resolution required a negotiated, lump sum payment to the City in the amount of $322,885 from the private developer constructing the Whitney Ranch Retail commercial site to support offsite improvements on Whitney Ranch Parkway. These offsite improvements are required of the developer, but outside the scope of work of Placer County's Placer Parkway Phase 1 project. To ensure all Whitney Ranch Parkway roadway improvements function seamlessly, the City's project will incorporate the offsite improvements required of the developer.

On August 13, 2024, the City Council authorized staff to call for bids (Resolution No. 2024-192), and adopted a mitigation monitoring and reporting program (Resolution No. 2024-193).

Construction Contract

The Whitney Ranch Parkway Widening Project invitation for bids was advertised on August 23, 2024, and again on August 30, 2024. On September 19, 2024, four (4) bids were received and publicly read aloud. The bid received from Carone and Company, Inc., in the amount of $2,046,860 was determined to contain a mathematical error during the bid tabulation. Per the Notice to Contractors, "when such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures." The contractor has been notified of their error. Notwithstanding the error, the lowest responsive and responsible bid is from Carone and Company, Inc. in the amount of $2,077,525. The complete bid results are as follows:

Bidder	**Bid Amount**
Carone and Company, Inc.	$2,077,525
Central Valley Engineering and Asphalt, Inc.	$2,114,469
Martin Brothers Construction	$2,259,537
Lund Construction Company	$2,410,300

The engineer's estimate for the construction of this project is $2,750,000.

Having confirmed that the apparent low bid from Carone and Company, Inc. satisfied all the requirements outlined in the contract documents, staff recommends the City Council waive the bid discrepancy and award the contract to Carone and Company, Inc. Rocklin Municipal Code Section 3.04.050 authorizes a contingency amount of up to 15 percent of the contract amount. Staff recommends a contingency amount of $311,625 (15.0%) for a total construction amount of $2,389,150.

Environmental Analysis:

The environmental analysis covering all City construction identified in the plans and specifications is set forth in the Environmental Analysis section of the August 13, 2024, staff report at which time the City Council approved a mitigation monitoring and reporting program based upon the Placer Parkway Phase 1 Improvements Initial Study/Mitigated Negative Declaration (No. SCH2015052032) as adopted by the Placer County Board of Supervisors, acting as the CEQA lead agency. The August 13, 2024 staff report may be accessed at: Whitney Ranch Parkway Widening Project Staff Report.

Fiscal Impact:

There is no additional fiscal impact. The Whitney Ranch Parkway Widening Project (Project No. 50081) is included in the Fiscal Year 2024/25 Capital Improvement Budget and is funded using a combination of regional impact fees from the South Placer Regional Transportation Authority (SPRTA) Funds (Fund 240), Developer Funds (Fund 240), and local Whitney Ranch Interchange Traffic Impact Fee Funds (Fund 325).

ATTACHMENTS:

1. Resolution - Carone and Company, Inc.
2. Resolution Exhibit A - Conformed Specifications
3. Resolution No. 2024-96 - Whitney Ranch Retail Design Review

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN WAIVING A DISCREPANCY IN THE LOW BID AND AWARDING A CONSTRUCTION CONTRACT FOR THE WHITNEY RANCH PARKWAY WIDENING PROJECT TO CARONE AND COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Whitney Ranch Parkway Widening Project consists of providing a City-led interim condition of Whitney Ranch Parkway between Rocklin city limits and University Avenue preparatory to its ultimate alignment to be constructed as part of Placer County's Placer Parkway Phase 1 Project between State Route 65 and Rocklin city limits; and

WHEREAS, on August 13, 2024, the City Council approved the plans and specifications and directed staff to call for bids; and

WHEREAS, on August 23, 2024 and August 30, 2024, the City issued an invitation soliciting contractor bids for the project; and

WHEREAS, on September 19, 2024, all bids were opened and read aloud, and Carone and Company, Inc. with the bid amount of $2,077,525 was determined to be the lowest responsive and responsible bidder for the project; and

WHEREAS, Carone and Company, Inc.'s bid contains a discrepancy in that the Total Project Bid amount is listed as $2,046,860, but the correct bid amount is $2,077,525; and

WHEREAS, the City is willing to waive such mathematical defect, as is contemplated and supported by applicable language set forth in the Instructions to Bidders, which states, "when such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures." Contractor Carone and Company, Inc. has been notified of the foregoing and that the City intends to recommend award based on the updated amount; and

WHEREAS, South Placer Regional Transportation Authority (SPRTA) Funds (Fund 240) in the amount of $3,100,000 and Whitney Ranch Interchange Traffic Impact Fee Funds (Fund 325) in the amount of $700,000 are included in the FY2024/25 budget as part of the 2025-2029 Capital Improvement Program (CIP) to support construction; and

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

Section 1. Waives the bid discrepancy described in the Recitals, awards the construction contract for the Whitney Ranch Parkway Widening Project to Carone and Company, Inc. in the amount of $2,077,525, and authorizes an additional 15 percent construction contingency in the amount of $311,625 for a total authorized construction budget of $2,389,150.

Section 2. Authorizes the City Manager to execute an agreement with Carone and Company, Inc. in substantially the form attached hereto as Exhibit "A."

Section 3. The Recitals are true and correct and are incorporated herein by reference.

PASSED AND ADOPTED this 22nd of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Conformed Set Approved by:

Andrew Shaw 2 Oct 24

Andrew Shaw, Associate Civil Engineer

ROCKLIN

CALIFORNIA

WHITNEY RANCH PARKWAY WIDENING PROJECT

BID OPENING
THURSDAY, SEPTEMBER 19, 2024
AT 1:00 PM
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

TABLE OF CONTENTS

Bid Documents

Attachments

DOCUMENTS THAT MUST BE SUMITTED WITH BID
BID FORM (With Addenda Acknowledgement)
BID BOND – ATTACHMENT A
SUBCONTRACTOR LISTING FORM – ATTACHMENT B
NONCOLLUSION AFFIDAVIT – ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION – ATTACHMENT D
RESOLUTION OF DISPUTES – ATTACHMENT E
CERTIFICATION OF AUTHORIZATION – ATTACHMENT F
IRAN CONTRACTING CERTIFICATION – ATTACHMENT G

DOCUMENTS THAT MUST BE SUBMITTED UPON AWARD
CONSTRUCTION AGREEMENT – ATTACHMENT H
PERFORMANCE BOND – ATTACHMENT I
PAYMENT BOND – ATTACHMENT J
WORKERS' COMPENSATION INSURANCE CERTIFICATION – ATTACHMENT K
OPTIONAL: ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION – ATTACHMENT L

TO BE SUBMITTED AS PART OF CLOSE-OUT
GUARANTEE FORM – ATTACHMENT M

General Provisions

Special Provisions

NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

BID DATE / TIME:	September 19, 2024 1:00 PM (Local Time)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	Whitney Ranch Parkway Widening Project
ESTIMATED CONSTRUCTION COST:	$2,750,000
TOTAL CONTRACT TIME:	60 Working Days
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Class A
PRE-BID CONFERENCE DATE, TIME, AND LOCATION	There will be no pre-bid meeting

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Chapter 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for CITY OF ROCKLIN WHITNEY RANCH PARKWAY WIDENING PROJECT**" ("Project") and include the company name and address on the envelope.

Contract Documents may be downloaded at no charge from the City of Rocklin's third-party website at www.ciplist.com. Hardcopies of Contract Documents are not available for purchase from the City.

Written questions regarding this Invitation for Bids should be directed to Andrew Shaw, Associate Civil Engineer, by email at andrew.shaw@rocklin.ca.us no later than Thursday, September 12, 2024 at 1:00 PM. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

The City will post all Addenda to www.ciplist.com.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq*.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

Andrew Shaw

Andrew Shaw, Associate Civil Engineer
City of Rocklin

21 August 2024
Date

ROCKLIN
CALIFORNIA

Whitney Ranch Parkway Widening Project
Addendum 1
September 13, 2024

Prospective Bidders:
Please incorporate the following revisions as part of the contract documents for the subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENT AND MODIFIES THE ORIGINAL DRAWINGS, SPECIFICATIONS, AND PROPOSAL AS NOTED HEREIN. BY SUBMISSION OF A PROPOSAL FOR THIS PROJECT, THE BIDDER IS ACKNOWLEDGING THAT THE BIDDER HAS CONFIRMED THAT HE OR SHE HAS RECEIVED ALL ADDENDA ISSUED FOR THIS PROJECT AND HAS INCLUDED COSTS FOR SUCH IN THE PROPOSAL SUBMITTED.

For further information, contact:

Andrew Shaw, Associate Civil Engineer
Telephone: (916) 625-5147
E-mail: andrew.shaw@rocklin.ca.us

By: Andrew Shaw _____ Dated: 13 Sep 24
Andrew Shaw, Associate Civil Engineer

Contractor shall sign this Addendum and include this page as a part of your bid.

Carone and Company, Inc.

By: _____
Contractor's Signature
Lloyd Carone, President

(A) Requests for Information

1. The median curb on the north side of University Avenue has no particular curb type called out. Can you please provide?

   Answer: Per Sheet X-1 of the Plans, the median curb on the north side of University Avenue is to be Type 5.

2. What is to be placed in the median on the north side of University Avenue?

   Answer: Inside the Type 5 Curb, the median shall be 4" PCC over 4" Class II AB. Concrete shall be stamped with "Offset Brick" pattern and integrated color "Brick Red". The Contractor shall submit samples for City approval. A bid item for Minor Concrete (Median) has been added to Bid Schedule A.

3. Can you please confirm that the Bid Schedule for the University Avenue median is strictly for the median on the south side and the remaining work on University Avenue is covered in the Whitney Ranch Bid Schedule?

   Answer: Confirmed.

4. There is a note at the southwest corner of the intersection on Sheet L-1 that states, "Contractor to match existing stamped crosswalk pattern and color." How is the contractor to be compensated for this work and can you please provide specs for the product(s) to be used to match existing?

   Answer: The Contractor shall submit product samples for City approval.

5. There is not a bid item for Minor Concrete (Maintenance Access Driveway). Per the Special Provisions, there should be. How is this item to be paid?

   Answer: A bid item for Minor Concrete (Maintenance Area Driveway) has been added to Bid Schedule A.

6. Section 10, Aggregate Base, of the Special Provisions indicates that virgin aggregate rock will be utilized for the project based on Section 26 of the Caltrans Standard Specifications. Section 26 allows the Contractor to utilize recycled aggregate base rock, will the City allow us to use recycled for this project?

   Answer: Per Section 10 of the Special Provisions, "proposed recycled materials shall not be used in the work unless a material submittal in approved in writing by the City".

7. Is there a topo of the existing grades? Except at the joints in the details, there is not much info given for existing elevations, making it difficult to calculate the roadway excavation.

   Answer: The City does not possess a topographic survey for the project area.

8. Can you provide additional info on Bid Item 46 – Environmental Mitigation and Monitoring Plan? There does not seem to be anything in the specs as to what is required for this.

   Answer: Refer to Appendix A for mitigation measures required for this project.

9. Can you verify the quantity for Bid Item 6 – Roadway Excavation? A bid quantity of 4,400 CY is provided. Based on the proposed new sections to be constructed, this seems to be about 1,000 CY overstated.

   Answer: The quantity for Bid Item 6 has been updated from 4,400 CY to 3,750 CY.

10. Will an MTV (Material Transfer Vehicle) be required for HMA placement?

    Answer: The Contractor is free to determine the means and methods they deem best meet the project requirements as outlined in the Plans and Special Provisions.

11. Is an Absorb350 (or equal) allowed in lieu of TS14 Crash Array?

    Answer: Any items that the Contractor wishes to substitute for items identified in the Plans and Special Provisions must be approved by the City as part of the submittal process.

12. The Contract Specifications indicate the Contractor is to obtain a Caltrans Encroachment Permit and is responsible for the payment fee. Does the City know how much the encroachment fee will cost?

    Answer: Caltrans charges their Encroachment Permit fees on an hourly rate for the services they provide such as permit processing, review, inspection, and administration by Caltrans personnel.

(B) <u>Bid Form</u>

Contractors shall remove and replace the Bid Form (Pages 1 to 8) with the attached Bid Form. Changes are shown in red text and summarized below as follows:

1) Roadway Excavation estimated quantity has been changed from 4,400 CY to 3,750 CY.
2) A Bid Item for Minor Concrete (Maintenance Area Driveway) has been added with an estimated quantity of 600 SF.
3) A Bid Item for Minor Concrete (Median) has been added with an estimated quantity of 2,100 SF.

CITY OF ROCKLIN

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, September 19, 2024 at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California 95677 and opened as soon thereafter as business allows in the City Council Chambers, 3970 Rocklin Road, Rocklin, California 95677.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

WHITNEY RANCH PARKWAY WIDENING PROJECT

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

BID SCHEDULE A – WHITNEY RANCH PARKWAY WIDENING

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION	1	LS	$100,000	$100,000
2	TRAFFIC CONTROL SYSTEM	1	LS	$80,795	$80,795
3	SWPPP	1	LS	$50,285	$50,285
4	CLEARING AND GRUBBING	1	LS	$128,000	$128,000
5	REMOVE CONCRETE	1,500	SF	$8	$12,000
6	ROADWAY EXCAVATION	~~4,400~~3,750	CY	$49	$183,750
7	AGGREGATE BASE (CLASS 2)	2,650	CY	$90	$238,500
8	MINOR CONCRETE (SIDEWALK)	7,000	SF	$15	$105,000
9	MINOR CONCRETE (VALLEY GUTTER)	600	SF	$20	$12,000

10	MINOR CONCRETE (TYPE 1A CURB AND GUTTER WITH REBAR)	80	LF	$ 56-	$ 4,480-
11	MINOR CONCRETE (TYPE 2 CURB AND GUTTER)	650	LF	$ 49-	$ 31,850
12	MINOR CONCRETE (TYPE 5 CURB)	375	LF	$ 50-	$ 18,750-
13	MINOR CONCRETE (MAINTENANCE AREA DRIVEWAY)	600	SF	$ 21-	$ 12,600-
14	MINOR CONCRETE (MEDIAN)	2,100	SF	$ 24-	$ 50,400-
153	DETECTABLE WARNING SURFACE	15	SF	$ 24-	$ 360-
164	HOT MIX ASPHALT (TYPE A)	1,800	TON	$ 145-	$ 261,000-
175	ADJUST STORM DRAIN MANHOLE TO GRADE	1	EA	$ 1500-	$ 1500-
186	ADJUST SPMUD MANHOLE TO GRADE	1	EA	$ 1500-	$ 1500-
197	RECONSTRUCT SPMUD MANHOLE TO GRADE	1	EA	$ 3000-	$ 3000-
2018	ADJUST PCWA WATER VALVE BOX FRAME AND COVER TO GRADE	2	EA	$ 1000-	$ 2000-
2119	ADJUST PCWA BLOW OFF VALVE BOX FRAME AND COVER TO GRADE	1	EA	$ 2000-	$ 2000-
220	ADJUST UTILITY PULL BOX COVER TO GRADE	1	EA	$ 1500-	$ 1500-
231	HOT MIX ASPHALT (OVERSIDE DRAIN)	1	LS	$ 7500	$ 7500-
242	DETAIL 9	1,750	LF	$ 1.70	$ 2975-

253	DETAIL 22	1,000	LF	$ 4.60	$ 4600.-
264	DETAIL 25	400	LF	$ 2.30	$ 920.-
275	DETAIL 25A	250	LF	$ 2.30	$ 575.-
286	DETAIL 27B	2,750	LF	$ 2.30	$ 6325.-
297	DETAIL 29	1,600	LF	$ 8.-	$ 12,800.-
3028	DETAIL 38	1,500	LF	$ 3.50	$ 5250.-
3129	DETAIL 39	550	LF	$ 2.90	$ 1595.-
320	DETAIL 40	350	LF	$ 14.-	$ 4900.-
331	8" WHITE	500	LF	$ 5.60	$ 2800.-
342	8" YELLOW	150	LF	$ 5.60	$ 840.-
353	THERMOPLASTIC PAVEMENT MARKINGS	1,600	SF	$ 11.50	$ 18,400.-
364	CHANNELIZER (SURFACE MOUNTED)	85	EA	$ 138.-	$ 11,730.-
375	ROADSIGN SIGN – ONE POST	4	EA	$ 690.-	$ 2760.-
386	RELOCATE ROADSIDE SIGN	5	EA	$ 399.-	$ 1995.-
397	REMOVE ROADSIDE SIGN	9	EA	$ 315.-	$ 2835.-
4038	SALVAGE ROADSIDE SIGN AND SOLAR SYSTEM	5	EA	$ 400.-	$ 2000.-
4139	WOOD BARRICADE	2	EA	$ 4400.-	$ 8800.-

420	PEDESTRIAN BARRICADE	3	EA	$ 1660 -	$ 4980 -
431	REMOVE BARRICADE	1	EA	$ 500	$ 500 -
442	SURVEY MONUMENT	1	EA	$ 1750	$ 1750 -
453	TRAFFIC SIGNAL	1	LS	$ 390,620 -	$ 390,620 -
464	STREET LIGHTING	1	LS	$ 39,500	$ 39,500 -
475	PG&E SERVICE CONNECTION	1	ALL	$50,000	$50,000
486	ENVIRONMENTAL MITIGATION AND MONITORING REPORT	1	LS	$ 4000 -	$ 4000 -

Total Project Bid, Item Nos. 1 through 486, shall be (numerical): $1,861,555.00 Dollars.

Total Project Bid, Item Nos. 1 through 486, shall be (spelled out):

One million eight hundred Sixty one thousand five hundred fifty five 00 Dollars.

BID SCHEDULE B – UNIVERSITY AVENUE MEDIAN

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION	1	LS	$ 10,000	$ 10,000 -
2	TRAFFIC CONTROL SYSTEM	1	LS	$ 15,000	$ 15,000 -
3	REMOVE CONCRETE	800	SF	$ 12 -	$ 9600 -
4	ROADWAY EXCAVATION	400	CY	$ 70 -	$ 28,000 -
5	AGGREGATE BASE (CLASS 2)	200	CY	$ 120 -	$ 24,000
6	MINOR CONCRETE (SIDEWALK)	250	SF	$ 20 -	$ 5,000 -
7	MINOR CONCRETE (TYPE 5 CURB)	900	LF	$ 50 -	$ 45,000 -
8	HOT MIX ASPHALT (TYPE A)	200	TON	$ 200 -	$ 40,000 -
9	DETAIL 9	250	LF	$ 1.70	$ 425 -
10	DETAIL 25	1,000	LF	$ 2.30	$ 2300 -
11	DETAIL 38	700	LF	$ 3.40	$ 2380 -
12	THERMOPLASTIC PAVEMENT MARKING	300	SF	$ 12 -	$ 3600 -

Total Project Bid, Item Nos. 1 through 12, shall be (numerical): $185,305.00 Dollars.

Total Project Bid, Item Nos. 1 through 12, shall be (spelled out):

One hondred eighty five thousand three hondred five 00 Dollars.

Total Project Bid (Schedules A and B) shall be (numerical): 2,046,860.00 Dollars.

Total Project Bid (Schedules A and B) shall be (spelled out):

Two million fourty Six thousand eight hundred sixty 00 Dollars.

The City Council will award the contract based upon the lowest responsive and responsible bid for the Total Project Bid (Schedules A and B).

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of 60 working days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 9/13/2024 JC.
No. 2 _____
No. 3 _____
No. 4 _____
No. 5 _____
No. 6 _____
No. 7 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ **Bid Bond 10%** not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- XX BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

Carone and Company, Inc.

Affix Corporate Seal Here

BY: _____
Signature

Lloyd Carone
Type/Print Name

President
Title

DATE: 9-19-2024

Valid Contractor's License No.: 704210 A, B HAZ

Expiration Date: 4/30/2026

DIR Public Works Registration No.: 1000033694

ATTACHMENT A

BID BOND
City of Rocklin

We, Carone & Company, Inc., as principal, and Endurance Assurance Corporation, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for
Whitney Ranch Parkway Widening

(Copy here the exact description of work, including location, as it appears on the Bid)

for which Bids are to be opened at Rocklin, CA on September 19, 2024
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: September 17, 2024

Principal: Carone & Company, Inc.

By: _____

Surety: Endurance Assurance Corporation
Address: 4 Manhattanville Road, Purchase, NY 10577
Telephone: (914) 468-8000
Attorney in Fact: _____
Sharon Smith

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On 09/18/2024 before me, Sabrina B. Oseguera-Olds, Notary Public
(insert name and title of the officer)

personally appeared Lloyd Carone,
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)

SABRINA B. OSEGUERA-OLDS
Notary Public - California
Contra Costa County
Commission # 2364084
My Comm. Expires Jul 4, 2025

NOTE: Attachment A - Bid Bond - City of Rocklin

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On September 17, 2024 before me, Kathleen Le, Notary Public,
(insert name and title of the officer)

personally appeared Sharon Smith,
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.

KATHLEEN LE
COMM. # 2380925
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires OCT 31, 2025

ARS3 ARS3

Signature _____ (Seal)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11392

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Bill Rapp, Elizabeth Collodi, Jason March, John Hopkins, John Weber, Brad Espinosa, Breanna Boatright, Cassandra Medina, Deanna Quintero, Renee Ramsey, Samantha Watkins, Sara Walliser, Sharon Smith, Kathleen Le, Matthew Foster, Pam Sey, Paula Senna, Tony Clark**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor Notary Public – My Commission Expires 3/9/27

AMY TAYLOR NOTARY PUBLIC TENNESSEE DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of September, 20 24

By: Daniel S. Lupe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR Carone and Company, Inc. (BIDDER)

PROJECT: WHITNEY RANCH PARKWAY WIDENING PROJECT

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

✓ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
Electrical	Tennyson 7275 National Dr. Livermore, CA	717998	1000013487
Striping	Sierra Traffic Markings 4725 Del Rd. Roseville, CA	755317	1000002783
Concrete	Nor-cal concrete PO Box 521 Suisun CA	271483	1000003831

Signed Lloyd Carone, President

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Contra Costa

Lloyd Carone, being first duly sworn, deposes and says that he ~~or she~~ is President [Title] of Carone and Company, Inc., the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: Lloyd Carone, President

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

See attached.

Subscribed and sworn to before me this

_____ day of _____, 20 __,
by _____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

_____
Signature

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On 09/18/2024 before me, Sabrina B. Oseguera-Olds, Notary Public
(insert name and title of the officer)

personally appeared Lloyd Carone,
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.

SABRINA B. OSEGUERA-OLDS
Notary Public - California
Contra Costa County
Commission # 2364084
My Comm. Expires Jul 4, 2025

Signature _____ (Seal)

NOTE: Attachment C- Non-Collusion affidavit

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: Carone and Company, Inc. Date 9-19-2024

BY: _____
Signature

Lloyd Carone
Type/Print Name

President
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

NA

BIDDER: Carone and Company, Inc. Date 9-19-2024

BY: Lloyd Carone

Signature
Lloyd Carone

Type/Print Name
President

Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

Carone and Company, Inc.
Contractor

9-19-2024
Date

Signature
Lloyd Carone, President

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Contra Costa

I HEREBY CERTIFY that at a meeting of the Board of Directors of the Carone and Company, Inc., a corporation existing under the laws of the State of California, held on March 3, 1998, ____, the following resolution was duly passed and adopted:

"RESOLVED, that Richard Lloyd Carone, as President, Treasurer of the Corporation, be and is hereby authorized to execute the Bid dated September 19, 2024, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 19 day of September, 2024.

Jane L Carone
Secretary Jane Carone

Corporate Officer Richard Lloyd Carone

(seal)

5009 Forni Drive, Suite A, Concord CA 94520
Corporate Address

ATTACHMENT G

Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☒ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: Carone and Company, Inc. Date 9-19-2024

BY: _____
Signature

Lloyd Carone
Type/Print Name

President
Title

Executed in the County of Contra Costa, State of California.

ATTACHMENT H

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of October 22, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **CARONE AND COMPANY, INC.,** a corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Bid Documents, Addenda, Bid Form, Bid, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 19), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Whitney Ranch Parkway Widening Project.

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **TWO MILLION SEVENTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS ($2,077,525)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IIIII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

IVIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Thousand Two Hundred **($5,200)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney,

bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT I

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT K

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT L

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization

from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
Title	Title
Name	Name
Signature	Signature

ATTACHMENT M

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL PROVISIONS

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CHAPTER 1 – TERMS AND DEFINITIONS

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CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

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CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

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CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor's Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

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CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

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CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

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CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24") from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators' markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Safety Precaution Blue	W	Water
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the City of any submittal, working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

6-20 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of the Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the City's consent.

6-21 EXCAVATION AND TRENCH SAFETY

6-21.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6-21.02 Shoring, Bracing. Shielding, and Sheeting

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

6-22 PRESERVATION OF PROPERTY

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason

of the Contractor's operations, said objects shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-23 OVERLOADING

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage. For pavement assessment prior to construction, contact the City Public Works Department.

CHAPTER 7 - PROSECUTION OF THE WORK

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CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, “Schedules”, of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, “Contractor’s Submittals”, of these General Provisions, which shall illustrate the Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, “Changes and Claims”, of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, “Temporary Suspension or Delay of Work”, of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City’s written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor’s request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

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CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, “Retention”, of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, “Changes and Claims”, of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

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CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, “Access to Records”, of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, “Markups for Changed Work” in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, “Excusable Delays”, of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.

- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, “Markup for Compensable Excusable Delays”, of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, “Prosecution of Changes to the Contract”, of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

9-18.02 Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the City to

respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2

(commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City’s potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor**,** the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of

alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

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CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, “Excusable Delays”, above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

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CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

SPECIAL PROVISIONS

FOR THE

WHITNEY RANCH PARKWAY WIDENING PROJECT

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

CIVIL



EDUARD MUZYCHUK
REGISTERED CIVIL ENGINEER

ELECTRICAL



KRISTIN CALIA
REGISTERED CIVIL ENGINEER

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1.00 GENERAL

All references to the State Standard Specifications means the 2023 State of California Standard Specifications issued by the California Department of Transportation.

1.01 LOCATION

The work under this contract is located at the following locations as shown on the plan sheets:

1. Whitney Ranch Parkway between the northbound State Route 65 off-ramp and University Avenue.

2. Intersection of Whitney Ranch Parkway and University Avenue.

1.02 DESCRIPTION OF PROJECT

The work to be performed consists, in general, of removal of vegetation, AC dike and flatwork; installation of new curb, gutter, sidewalk, and curb ramp; traffic signal installation; street lighting relocations; pavement widening with cold plane and hot mix overlay; utility iron adjustments; traffic striping, legends, and markings; roadside signs, implementation of environmental mitigation measures, and all other work shown in the contract documents.

1.03 TIME OF COMPLETION

For the purpose of this contract, all work for the projects under this contract shall be completed within **60 WORKING DAYS** beginning on the first effective working day as specified in the first issued Notice to Proceed (NTP).

The Contractor is hereby made aware that the project must be completed with a fully operational traffic signal at Whitney Ranch Parkway/University Avenue by July 31, 2025.

1.04 LIQUIDATED DAMAGES

For the purpose of this contract, Liquidated Damages shall be set at the amount of Five Thousand Two Hundred Dollars ($5,200) per calendar day.

1.05 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors, and utility companies working in the area.

At a minimum, the Contractor shall coordinate his operations with the following:

- City Traffic Signals and Street Lighting
  Contractor shall notify Naz Lazar at the City of Rocklin (916) 919-2523, a minimum of ten (10) working days before any electrical work begins, to coordinate placement of traffic signals into flash mode (if needed), or to coordinate installation of the electrical meter for the new traffic signal.

- City Landscaping
  Contractor shall notify Carl Miller at the City of Rocklin (916) 625-5577, a minimum of ten (10) working days before any clearing and grubbing work begins.

The Contractor is hereby made aware that the private commercial development on the southwest corner of Whitney Ranch Parkway/University Avenue will be under construction concurrently with the City's

roadway widening project. Of particular importance is the coordination and timing of site access, curb, gutter, and sidewalk on the west side of University Avenue that will be constructed by the private development. This privately performed work may overlap with the City's median island work. The City's Contractor shall coordinate with the private developer's contractor to minimize potential impacts.

1.06 ORDER OF WORK

Order of work shall conform to the provisions in Section 5, "Control of Work," of the State Standard Specifications and these Special Provisions.

The following shall be performed prior to the Notice to Proceed:

1. Prepare and submit a work plan, progress schedule for all items of work and traffic and pedestrian control plans in a form provided by or acceptable to the Engineer. The work plan and schedule shall be updated weekly to reflect all items of work performed at the site and shall clearly indicate the proposed completed date. **No work may begin under contract until the Progress Schedule and Traffic Control Plan have been approved by the Engineer.** Time required for review and approval of these items shall not constitute a basis for time extension.

2. The Contractor shall prepare and submit a City of Rocklin encroachment permit application to the Public Works Department located at 4081 Alvis Court. All fees for the encroachment permit will be waived.

3. The Contractor shall prepare and submit a Caltrans encroachment permit application to the Office of Permits, District 3 for temporary traffic control signage or permanent roadway work within State right of way. All fees for the encroachment permit shall be included in the Mobilization bid item.

4. Prepare and submit a Storm Water Pollution Prevention Plan (SWPPP), as specified in these Special Provisions, in a form acceptable to the Engineer. **Work shall not commence until the plan is reviewed and approved by the Engineer.**

5. The Contractor shall provide material submittals for the purchase of electrical and other equipment carrying long lead times.

6. Before commencement of any demolition work on the project, the Contractor shall visit each private property to verify existing conditions of private irrigation facilities that may be impacted by the project. The Contractor shall submit a log listing each address, the date of testing, and whether the existing system within the footprint of the project is functional; see the Clearing and Grubbing section of these Special Provisions for additional details.

The above item(s) shall clearly disclose the Contractor's proposed procedures and methods of operation, including identifying any special equipment intended for use on the project and method of addressing traffic. It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations.

1.07 HOURS OF WORK

The Contractor is to determine how to most efficiently complete the project and may include a combination of day and night work. Day work shall be Monday to Friday 7 AM to 5 PM while night work is defined as work Sunday night to Thursday night 9 PM to 6 AM. If performing work during the day in the City right of way, the Contractor shall maintain at least one travel lane open in each direction. Should the Caltrans encroachment permit require hours or lane closure timeframes that differ from the City's standard, the Contractor shall follow the Caltrans encroachment permit at no additional cost to the project.

The Contractor shall be aware that any work in or near a traffic signalized intersection, and which necessitates the traffic signal be placed in flash mode for the safety of the traveling public or the Contractor, as determined by the City, will automatically trigger night work. Should the City mandate night work for construction activities within or near a traffic signalized intersection, no additional payment will be made to the Contractor. For the purposes of this section, the term “near” shall mean within 400 feet of the stop bar/crosswalk of the traffic signal.

1.08 DUST CONTROL

Dust control shall conform to the provisions in Section 10-5, “Dust Control,” of the State Standard Specifications.

The Contractor shall provide adequate levels of watering to control dust as well as street sweeping. At a minimum, the Contractor shall sweep the street once a week, or more often as directed by the Engineer/Inspector, to ensure dust is controlled, especially during grinding operations. The Contractor shall furnish all water necessary for dust control.

The Contractor shall:

- enclose, cover, or water twice daily all soil piles;
- water exposed soil with adequate frequency for continued moist soil;
- water all haul roads twice daily; and
- cover loads of all haul/dump trucks securely.

The project area is serviced by Placer County Water Agency (PCWA). The Contractor shall coordinate with the water provider for a hydrant meter. Water used for the Contractor’s purposes shall be considered included in the price paid for various items of work and will not be paid separately.

1.09 PUBLIC NOTIFICATION

The Contractor shall be required to notify, in writing, the public, residents, businesses, public transit companies, utility companies and any other persons or agencies affected by this project at least two (2) weeks prior to starting construction. Other notifications may be required during project construction as outlined below. City staff will coordinate with law enforcement and fire districts.

Two-Week Notice: A written notice (in letter format) to residents and businesses within 500’ of the project locations to provide general information about the project, approximate range of dates on when construction will take place, time of work, and Contractor’s name and phone number. Notice to be approved by City prior to distributing to the public.

72-Hour Notice: Door hanger (or other approved notice) shall include date(s), times and other pertinent information as directed by the Engineer with a link to the City’s project-specific website. The notice shall include the Contractor’s name and phone number for residents and businesses to contact with any concerns after hours and on weekends. Notice to be approved by City prior to distributing to the public. Door hangers shall be provided for:

- Traffic delays and alternate routes
- Tree trimming or removals
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

1.10 PUBLIC CONVENIENCE

The Contractor shall comply with Sections 7-1.03, “Public Convenience,” and 7-1.04, “Public Safety,” of the State Standard Specifications.

1.11 SUBMITTALS

The Contractor shall comply with the submittal requirements as set forth in Section 5-1.23, “Submittals,” of the State Standard Specifications and these Special Provisions.

The Contractor shall submit to the City, in a format acceptable to the City (i.e., online platform or email), one electronic PDF of each material submittal to the Engineer at minimum ten (10) days prior to using said material. Submittals will be reviewed and one (1) copy will be returned to the Contractor with conditions and/or approvals.

The Contractor shall review the Quality Assurance Program section of these Special Provisions for materials requiring certificates of compliance (COCs); submit COCs with material submittals.

See individual sections for submittal requirements included in, but not limited to the following sections:

1. Progress Schedule
2. Water Pollution Control Plan
3. Traffic Control, Pedestrian Access, and Stage Construction Plan
4. Hot Mix Asphalt Design
5. Concrete Mix Design
6. Aggregate Base Mix Design
7. Pavement Striping and Marking Literature and Specifications
8. Roadside Signs and Mounting Literature and Specifications
9. Detectable Warning Surfaces
10. Certificates of Compliance
11. Traffic Signal Literature and Specifications
12. Steel Reinforcement Tags
13. Qualifications/resume of I.S.A. certified arborist
14. As-Built Plans
15. Any other items required by the City

1.12 AS-BUILT PLANS

Upon completion of the work, the Contractor shall furnish to the City a complete set of as-built plans showing all changes or deviations from the plans taking care to note the location of objects not installed at the location shown on the plans. Improvements will not be accepted by the City for permanent maintenance until the Contractor has submitted all as-built plans to the Engineer. The as-built plans shall conform to the following:

1. The plans must be stamped or otherwise noted “AS-BUILT,” be neat, clear, and readable.

2. As-built plans must contain the Contractor’s name, permanent address, date prepared, and signature.

3. Disclaimer statements of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code must not be included on the as-built plans.

1.13 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In areas visible to the public, the following shall apply:

A. When practicable, broken concrete and debris developed during construction activities shall be disposed of concurrently with its removal. Debris stockpiling is not allowed in the public right of way, and may be permitted on private property with approval of the property owner and the City. If stockpiling is not possible on private property, the Contractor is to stockpile at Contractor's yard.

B. All streets, driveways, sidewalks, and haul routes within the project limits shall be kept clean and clear of debris, dirt and dust in a manner acceptable to the Engineer. The Contractor shall sweep works areas on a daily basis.

Failure to meet these requirements of this section may result in a "Stop Work" notice. The "Stop Work" notice will not be rescinded until the appearance of the work is acceptable to the Engineer.

At the end of each workday, all debris, branches, roots, removed fence, rubbish, and other debris in the work area shall be collected and placed in a suitable disposal bin or pile. Materials to be used later in construction shall be neatly stockpiled. All parts of the work shall be left in a neat and presentable condition at the end of the work shift.

1.14 STAGING AREA

The City will not provide a staging area for the work.

1.15 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the State Standard Specifications and these Special Provisions.

Existing hardscape, retaining walls, curb, utilities, trees, shrubs, other plants and irrigation facilities not called out on the plans to be removed, which are injured or damaged by reason of the Contractor's operations, shall be replaced or restored by the Contractor at the Contractor's expense.

The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 5-gallon and maximum of 15-gallon, whichever is most appropriate for the species of plant, as determined by the Engineer. Replacement ground cover plants shall be from 1-gallon containers and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in Section 20-4.03F, "Replacement Plants," of the State Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.03G, "Watering," of the State Standard Specifications. Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period.

Contractor will be responsible to maintain irrigation to landscaping if existing irrigation system is damaged by Contractor's operations. Contractor to consult City staff on irrigation schedule. Maintenance of irrigation will be at the Contractor's expense.

1.16 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall be taken by the Contractor before any construction begins. Each photograph shall be taken from a point between four feet (4') and eight feet (8') above the ground. All photographs shall show good details in both shadow and sunlit areas. The Contractor shall submit digital photography files either in .TIF or uncompressed .JPEG raster files. All photos shall be time and date stamped to confirm existing field conditions at the time the notice to proceed with construction is issued.

The Contractor shall submit all photos taken to the City via the City's online platform (e.g., Virtual Project Manager). Photographs shall be grouped according to street, lateral or line, and in sequence.

The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the work.

A sample of six (6) photographs shall be submitted to the City for approval before proceeding with the remaining photographs. All photographs which do not conform to these Special Provisions, as determined by the City, shall be retaken.

1.17 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

2.00 MOBILIZATION

Mobilization shall conform to Section 9-1.16D, “Mobilization,” of the State Standard Specifications and consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

It is the Contractor’s responsibility to plan and perform all work within the time of completion as allowed in this contract.

This section also includes all necessary permits required by the Contractor, including the Caltrans encroachment permit.

2.01 MEASUREMENT AND PAYMENT

Mobilization shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, administrative cost, permit fees, and incidentals for doing all work involving mobilization as specified in these Special Provisions, the State Standard Plans and Specifications and as directed by the Engineer and no additional compensation will be allowed, therefore.

The City shall not pay additional mobilization compensation for a contract change order or for a second mobilization if the project is extended due to weather. Payment for mobilization will be subject to retention.

3.00 TRAFFIC CONTROL SYSTEM

This work shall include signage, flagging, traffic-handling equipment, devices and other related items to provide for safety and convenience to the public and traffic during construction.

3.01 MATERIALS

Traffic control shall conform to Section 12, “Temporary Traffic Control,” Section 7-1.03, “Public Convenience,” and Section 7- 1.04, “Public Safety”, of the State Standard Specifications, and the Manual on Uniform Traffic Control Devices, current California edition, available at the following website: https://dot.ca.gov/programs/safety-programs/camutcd.

3.02 EXECUTION

Prior to installation of temporary traffic control devices, the Contractor shall have a field meeting with the foreman overseeing installation of traffic control and the Engineer to review the approved traffic control plans and discuss their implementation. Traffic control will be an agenda item at each weekly construction meeting.

Traffic Control Plans (hereinafter "TCP") shall be developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, bicyclists, and workers during construction. The TCP shall include all work within the City rights-of-way, and applicable, private streets adjacent to the construction zone. Individual TCP’s shall be submitted to the Engineer for review a minimum of ten (10) working days prior to starting any work covered by a particular TCP. Non-compliance with any stipulation of this Section will be justification for the City to stop work.

Pedestrian access shall be provided throughout construction areas within the right of way, and as appropriate, on private property where City construction may occur.

The Contractor shall notify interested parties and/or agencies required by the Engineer as to any road closures, the expected duration, and detours. City staff will notify law enforcement and fire district personnel.

Driveways shall be usable at all times, unless the Contractor has made special arrangements with the property owner to close a driveway.

The Contractor shall be solely responsible for pedestrian and vehicular movement through the project area and shall assume full liability for any and all claims arising out of the construction of the project.

All traffic control devices including, but not limited to, traffic cones or portable delineators, telescoping flag trees, arrow boards, barricades, and signs shall be placed before beginning work and shall be removed from the right-of-way at the end of each day or shift, or, for long-term closures, when no longer needed, and shall be placed so as to not obstruct bicycle lanes and pedestrian facilities. All traffic control devices left in the right-of-way by the Contractor are subject to removal by the City.

The Contractor shall be required to pay any costs incurred by the City associated with the removal of these devices. No equipment shall be parked within any traffic lanes, medians, or within the public right of way at any time of day or night, including holidays and weekends, without an approved lane or road closure. The Contractor shall notify the City a minimum of three (3) Working Days in advance of any lane closure and twenty (20) Working Days in advance of any road closure.

Flagging

Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with Manual and the current “Flagging Handbook” published by the American Traffic Safety Services

Association (ATSSA). The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense. All flaggers shall be trained as required by Cal/OSHA Title 8, Section 1599, and proof of such training shall be made available by the Contractor upon request by the City. Any flagger, in the opinion of the City, not performing in a safe manner or in a manner conducive to public safety must be removed and replaced by the Contractor immediately.

Flaggers shall be used where necessary to control the flow of traffic through the construction site and shall be used in all cases where traffic is being routed through the construction zone under one-lane, two-way traffic controls, or when ordered by the City.

Flagging Costs

Unless specified elsewhere in these Special Provisions, the cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the construction site shall be considered included in the Traffic Control System bid item and no additional compensation will be made.

3.03 PUBLIC ACCESSIBILITY

The Contractor shall provide access to the public through the project site at all times. The Contractor shall provide access to adjacent properties at all times. The Contractor shall maintain access to properties and pedestrian access even after hours for the life of the construction. Temporary access ramps shall be installed to maintain access and shall be shown on the Contractors staging plan.

The Contractor shall be responsible for designing working drawings, constructing and providing a safe and adequate continuous, accessible and safe path of travel around or through localized construction work zones and to each building, business and property utilized by the public. The Contractor shall use temporary asphalt, aggregate base, wood/metal ramps, signs, cones, barricades, flashers, and flaggers to direct and channel the public during and after construction. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval. Advance warning shall be provided to the public should an access path be closed. All safe paths of travel shall be in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG), Americans with Disabilities Act (ADA) regulations and the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Materials

Materials used for public accessibility during construction include, but is not limited to:

- Temporary Hot-mix Asphalt Concrete (cut back asphalt concrete not permitted)
- Temporary Wood Ramp
- Aluminum Modular Ramps. EZ-Access, or approved equal.
  Contact info: www.ezaccess.com, Phone 800-451-1903.
- Four (4) foot wide minimum walking surface with running slope not to exceed eight (8) percent.
- Barricade materials: Delineators, A-Frames, Barrier Caution Tape, Fencing Material
- Non-skid tape
- Four (4) inch timber, or equivalent, at the bottom of any railing to provide for the sight impaired

Installation

Temporary ramps shall be constructed so installation and removal will not damage existing pavement, curb and/or gutter.

Temporary ramps shall have a minimum four (4) foot wide walking surface and a running slope not to exceed eight (8) percent.

Temporary ramps shall meet existing surfaces without gaps. When required for drainage, a Schedule 40 PVC pipe, with minimum 2-inch diameter, shall be installed under or through ramp in gutter or flow line.

Transitions between temporary ramps and the street or sidewalk surfaces shall be smooth.

Sides of the temporary ramps shall be protected where drop-offs exceed six (6) inches.

Temporary ramps shall have appropriate detectable warning surfaces in conformance with ADAAG.

Temporary ramps shall be provided to the public leading to businesses. Temporary ramps at the corners of the intersections shall be made of temporary AC pavement to ensure that a smooth transition is provided for the public as well as auto traffic. All temporary wooden ramps shall be maintained throughout the construction project. The Contractor shall maintain the structural integrity of the ramps. No loose, splintered boards or nails will be acceptable.

Maintenance of a Clear and Accessible Public Corridor

The Contractor shall maintain a four (4) foot accessible corridor that provides at least one safe path of travel for the public at all times for the duration of the project. Conversely, if a safe path of travel is not available, the Contractor shall post the sidewalk as being closed, however, access must still be maintained to each business. Signage shall be placed at the location of closure and at the next intersection in both directions, advising of the closure but noting that access is still available to all businesses. All proposed closures of a pedestrian access path shall be submitted in writing to the Engineer for review and approval.

The Contractor shall provide a path to the businesses and residents, using aggregate base to backfill, after demolition of the concrete sidewalk, curb and gutter. The aggregate base shall be firmly packed to establish a safe and ADA compliant path, along the entire work zone.

Installation of Barricades

Barricades, which will provide protection for the public from traffic or construction operations, shall be installed in the following locations:

- Between the access route and any adjacent construction site.
- Between the alternate circulation path and any adjacent construction site.
- Between the alternate circulation path and the vehicular way, if the alternate circulation path is diverted into the street.
- Between the alternate circulation path and any protruding objects, drop-offs, or other hazards to the public.
- At the down curb ramp of an intersection, if opposite up curb ramp is temporarily or completely blocked, and no adjacent alternative circulation path is provided.

Surfacing of Public Corridors

During construction, tripping hazards and barriers must be removed to maintain an accessible safe path of travel. The surface of the path of travel shall be skid resistant and free of irregularities.

Opened crosswalks, ramps and walkways in general shall be kept free of debris and obstructions.

Identification of Safe Path of Travel

If alternate circulation routes are provided for the public to bypass the construction site, the route shall be clearly defined and advance warning shall be provided to clearly delineate the alternate circulation route. Any change of level in a path of travel that is over ¼ inch (1/2" maximum) height must be beveled at 45 degrees to provide a smooth, non-tripping transition. The Engineer shall review and approve any public access limitations and notification requirements for pedestrians with mobility or vision impairments.

When using A-frames for defining a path of travel, A-frames shall be placed end to end (no spacing between barricades) to provide a continuous guide for individuals using canes. A-frames shall be connected with 2x4's that are continuous and are attached to the base of the barricade system at two (2) to four (4) inches from the ground.

Caution tapes shall not be used as barricades or to define a path of travel but may be used to highlight danger or in conjunction with barricades. Excavated areas shall be secured by means of barricades or temporary fences.

The bottom three (3) inches of any fencing material used shall be made solid to act as a guide for canes used by the visually impaired. Wood, sheet metal, railings, or other approved material may be used at the bottom portion of the fence.

Curb ramps leading to closed crosswalks shall be appropriately barricaded. Temporary ramps shall be provided at temporary crosswalks and shall be able to direct blind pedestrians to and through the temporary path of travel. R9-3a and R9-3b signs shall be mounted on the barricade to advise pedestrians of closed sidewalk and directed routes.

No trucks or equipment shall be parked or obstructing the public path of travel at any time.

Warning Signs
The Contractor shall provide warning signs for temporary ramps and barricades. Warning signs shall be located at both the near side and the far side of the intersection preceding a temporarily completely blocked public way.

Restoration of Public Routes
After construction, the site shall be restored to its former condition, or new condition as required.

3.04 ON-STREET PARKING

Contractor shall furnish, install, maintain and remove “No Parking” signs in areas where the Contractor’s work will require restricted parking. The Contractor shall place notification for the elimination of on-street parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of work. The signs shall clearly show the date(s) and hours of the parking prohibition, as well as the date and time the signs were posted. The notification shall include the Contractor's phone number and the phrase "VEHICLES WILL BE TOWED PURSUANT TO CVC SECTION 22654 (d)". This notice shall be affixed to a Type II barricade that is placed in the lane of the road, near lip of gutter, (max. 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer. Non-compliance with any stipulation of this section will be justification for the City to stop work.

In the event that towing is required after proper notifications have been delivered and posted, and reasonable attempt have been made to the property owner or resident, the Contractor shall be responsible for contacting the Rocklin Police Department to dispatch a towing company. It will be the Contractor’s responsibility to determine if towing is required. The City will not be responsible for any claims made as a result of towing from the Contractor.

3.05 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs (CMS) shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12, “Temporary Traffic Control,” of the State Standard Specifications and these Special Provisions. Messages displayed on the portable changeable message signs shall be as directed by the Engineer and shall conform to Section 12-3.32 “Portable Changeable Message Signs,” of the State Standard Specifications and “Traffic Control System” of these Special Provisions.

A minimum of two (2) CMS boards shall be placed on Whitney Ranch Parkway and two (2) on University Avenue at least 7 calendar days prior to any construction activity and shall remain in place until project

completion. A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

Should the CMS boards need to be located on private property due to lack of room within the public right of way, the Contractor shall coordinate this effort with private property owners and furnish written proof to the City of the property owner's acceptance.

A message displayed on a portable changeable message sign shall first be approved by the City.

3.06 MEASUREMENT AND PAYMENT

Traffic Control System shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, including but not limited to private property coordination as necessary, preparing and maintaining an adequate traffic control plan, furnishing portable changeable message signs, furnishing, placing, removing storing, maintaining, moving to new locations, replacing, and disposing of the components of the temporary traffic control system, including all temporary traffic control identified on the stage construction plan sheets with temporary striping and temporary channelizers, as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

The City shall not pay additional traffic control compensation for a change work order or for a second mobilization if the project is extended due to weather. Payment for traffic control will be subject to retention.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the State Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in the compensation for Traffic Control System will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the State Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

4.00 CONSTRUCTION STAKING

The Contractor shall provide staking for the project and provide a copy of staking notes to the Engineer prior to any stakes being used. The Contractor shall furnish and set all construction stakes and marks to establish the lines, grades, and sections required for the completion of the work as shown on the plans and as specified in the State Standard Specifications and these Special Provisions.

Prior to any construction work, the Contractor shall adequately survey the existing horizontal and vertical control points of all facilities that are to be restored to their original locations at the end of construction.

Before starting any survey work, the Contractor shall submit in writing for approval to the Engineer, the proposed procedures, methods, equipment, and typical stake markings to be used. All procedures, methods, and typical markings shall be in accordance with the Caltrans Surveys Manual, Chapter 12, "Construction Surveys," and which is available at https://dot.ca.gov/programs/right-of-way/surveys-manual-and-interim-guidelines.

In the event the Contractor's operations destroy any of the project control points or construction staking, the Contractor shall replace project control points and construction staking at Contractor's expense, subject to verification by the Engineer. The cost of any such verification by the Engineer will be deducted from any moneys due or to become due the Contractor. The Contractor will not be allowed any adjustment in contract time for such verification of project control points by the Engineer.

Construction stakes shall be removed from the site of the work when no longer needed.

It shall be the Contractor's responsibility to notify the Engineer of any discrepancies found between the field conditions and grades and notes shown on the Plans.

4.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5.00 POTHOLING

Attention is directed to Section 15, “Existing Facilities,” of the State Standard Specifications and these Special Provisions.

The Contractor’s attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations not less than two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center
Underground Service Alert - Northern California (USA)
1(800) 227-2600

It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Engineer assumes no responsibility therefore. Whenever any such utilities are indicated thereon and identified through the Underground Service Alert process, the Contractor shall be responsible for positively verifying their actual location and depth in the field prior to the start of construction activities. The Contractor shall notify USA prior to any excavation. The Contractor shall provide the City with the results of potholing activity.

The Contractor is responsible for potholing where potential conflicts exist between existing utilities, identified through USA, and proposed improvements. Potholing shall consist of excavating to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The location and number of potholes shall be determined in the field by the Contractor after the underground facilities have been marked in the field through USA. It is the Contractor’s responsibility to coordinate any potholing work with the necessary utilities.

The Contractor shall backfill and replace the street section in place following potholing activity in a manner acceptable to the City and the utility.

The Contractor will not be entitled to damages or additional payment for delays, mobilization or demobilization caused by a utility conflict with any of the proposed improvements or the utility company’s failure to appear on site at the designated date and time whether for potholing or any other private utility work.

In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements.

5.01 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section, including backfilling and street surface restoration, utility coordination, as necessary for the Contractor to complete the work as designed shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

6.00 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The Contractor shall develop and implement a SWPPP in accordance with Section 13, “Water Pollution Control,” of the State Standard Specifications, and these Special Provisions.

The Contractor shall generate the SWPPP and submit to the Engineer for review and approval.

Within this section, references to Storm Water Pollution Prevention Plan shall be consistent with content and requirements of the Project SWPPP preparation, execution, and final stabilization requirements.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor’s failure to comply with the provisions set forth in these Special Provisions, including but not limited to, compliance with the provisions of the 2009 Approved Stormwater Quality Improvement Plan (SQIP), the Permit, and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the City or Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

A. Enter upon the construction site and the Contractor’s facilities pertinent to the work; and

B. Inspect the construction site and related soil stabilization practices and sediment control measures.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor’s records.

6.01 SWPPP PREPARATION, APPROVAL, AND UPDATES

The Contractor must provide a Qualified SWPPP Developer (QSD) to prepare the SWPPP. The Contractor will provide a QSD and Qualified SWPPP Practitioner (QSP) to perform the testing and inspection. This does not relieve the Contractor from their duties to amend and follow the SWPPP to include inspections and implementing corrections.

The Contractor shall be required to amend the SWPPP and submit to the Engineer for review and comment. Erosion and sediment control shall conform to the requirements of the current edition of the “Storm Water Quality Design Manual, Sacramento Region,” which is available at the following website:

https://www.beriverfriendly.net/stormwater-quality-design-manual/

Within 20 working days of receiving a copy of the fully executed contract, the Contractor shall submit a copy of the SWPPP to the Engineer. The Engineer will have 10 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP to the Engineer within 15 days of receipt of the Engineer’s comments. The Engineer will have 5 days to review the revisions. A copy of the SWPPP shall be kept on the job site (in the job trailer) at all times.

Soil stabilization Best Management Practices (BMPs) shall be maintained on any area disturbed. All BMPs shall be installed/implemented and maintained throughout the duration of construction.

The Contractor shall provide a QSP to perform regular inspection of the site and the installed BMPs. The Contractor's QSP shall place a record of all inspections in the project SWPPP binder within 24 hours of any inspection. The project SWPPP binder shall be made available to the City for review at any time during normal working hours.

Erosion and sediment control BMPs shall be placed, monitored for effectiveness, and maintained throughout the construction process.

The following precautions shall be implemented regardless of the season:

1. A stabilized construction site access should be constructed at any construction staging and/or stockpile site as determined appropriate by the Engineer.

2. Temporary stockpiling of construction materials, including vehicles and portable equipment, supplies, fuels and chemicals, will be restricted to designated construction staging areas within the project area.

3. Any wet season requirement shall be implemented if conditions exist which may cause erosion and sedimentation.

4. The Contractor shall not be limited to the requirements listed above but shall be responsible for implementing whatever measures are necessary to prevent erosion and sedimentation.

The Contractor shall recommend amendments to the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended by the Contractor's QSD if the SWPPP is in violation of any condition of the Permit or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted to the Engineer for review and approval in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations within 3 business days or prior to any forecast rain event of 50% or greater per National Oceanic and Atmospheric Administration (NOAA).

If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 calendar days of identification of non-compliance.

6.02 SWPPP IMPLEMENTATION AND MAINTENANCE

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work.

Soil-disturbed area of the project site shall be not more than 1 acre. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to

protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required for the protection of soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.

Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbance activities are to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become non-active during the wet season shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following workday. The Contractor shall monitor the weather forecast on a daily basis. The NOAA forecast shall be used. Construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall comply with all provisions of the SWPPP, including inspection and maintenance during the life of the project, including any work stoppages for any reason, including weather, holidays, moratorium, utility conflicts, etc.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the City.

6.03 MEASUREMENT AND PAYMENT

SWPPP shall be measured and paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the SWPPP, and installing Best Management Practices (BMP). This bid item includes implementing measures prescribed in amendments, and installing, constructing, maintaining, removing, and disposing of control measures, as shown in the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The City of Rocklin pays a total of 40% of the lump sum price upon approval of the SWPPP by the City, 55% of the lump sum price as determined by the Engineer spread across monthly pay estimates, and the final 5% as part of retention.

7.00 CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 17-2, “Clearing and Grubbing,” of the State Standard Specifications and these Special Provisions.

The Contractor shall remove and dispose of trash from the site work area. Objectionable materials removed shall be disposed of outside the street right of way in accordance with the State Standard Specifications.

The Contractor shall repair any private, landscaped areas damaged by construction activities that are not identified on the plans for removal. The repairs shall be considered incidental to the work and included in the lump sum price paid for clearing and grubbing with no additional payment allowed therefore.

The Contractor shall coordinate with the City of Rocklin’s Landscape Inspector, Carl Miller, whose contact information is 916-625-5577, or carl.miller@rocklin.ca.us prior to any work on or near City maintained landscaping.

All mulch to be placed in existing and new mulch areas shall be included in the price paid for Clearing and Grubbing and no additional payment allowed therefore. The Contractor shall furnish and install 3” of mulch in the University Avenue median within the limits of new median curb as directed by the Engineer.

7.01 EXISTING IRRIGATION SYSTEM

The removal and repair of any existing irrigation/sprinkler systems (private or public) shall be conducted in accordance with these Special Provisions and that the Contractor shall relocate, repair or replace as necessary any irrigation lines, sprinkler heads, etc. which interfere with the clearing and grubbing, sidewalk construction, or any other improvements on the plans to the satisfaction of the Engineer. The Contractor shall adjust irrigation valves to grade that are not identified to be moved or relocated if they conflict with new proposed slopes.

The Contractor shall repair any irrigation systems damaged by construction activities. The irrigation systems shall be reinstalled within 48 hours unless approved by the Engineer. The Contractor shall water existing landscaping in the interim using alternate methods, as directed by the Engineer. The price paid for meeting the existing irrigation system provisions of this section, including furnishing all water, shall be included in the price paid for Clearing and Grubbing with no additional payment allowed therefore.

7.02 EXISTING VEGETATION

Clearing and Grubbing includes the removal of existing trees, if any, as well as the removal of shrubs, sod and other ground cover necessary to prosecute the work. Trees to remain shall be protected and any root cutting of trees to remain shall be done under the direction of a Contractor-provided arborist certified by the International Society of Arboriculture (I.S.A.). Roots shall be removed to a minimum depth of 12 inches below the grading plane, typically.

The Contractor shall submit to the City, in writing, the name of the I.S.A. certified arborist, a minimum of five (5) working days prior to the start of Clearing and Grubbing operations.

All work by the Contractor-furnished certified arborist shall be considered incidental to the work and included in the price paid for Clearing and Grubbing and no additional payment will be allowed therefore.

Tree trimming shall be limited to tree limbs required to be removed to allow for Project construction activities, minimum required vehicular clearance, and tree root cutting required for earthwork and

trenching. All roots 6 inches in diameter or greater shall be cut cleanly and sealed by the arborist or by the arborist's staff.

All work within oak tree driplines shall be supervised by a certified arborist. The arborist shall conduct (or direct and supervise) all necessary root pruning of the oak trees. No limb pruning shall occur unless absolutely necessary to avoid limb damage.

The price paid for meeting the existing vegetation provisions of this section, shall be included in the price paid for Clearing and Grubbing with no additional payment allowed therefore.

7.03 MEASUREMENT AND PAYMENT

Clearing and Grubbing shall be measured and paid as **LUMP SUM** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

8.00 REMOVE CONCRETE

Existing concrete curb, gutter, sidewalk, median and curb ramp shall be removed to the limits as shown on the plans and in accordance with Section 15-1.03B, “Removing Concrete,” of the State Standard Specifications.

Sidewalk, and gutter, estimated to be between 6” and 8” thick, designated on the plans to be removed or which conflicts with the proposed improvements under this contract shall be removed.

Concrete shall be cut with a concrete saw to a minimum depth of 2-inches before removing concrete so that the visible edge of the remaining concrete form a neat, straight line. Concrete saw cuts shall be at score marks.

Pedestrian access through the construction areas shall be provided as specified in the Traffic Control System bid item of these Special Provisions.

Concrete material removed shall be properly disposed offsite by the Contractor in accordance with the State Standard Specifications.

Concrete removal shall be staged to present the least amount of disruption to the general public and to maintain at least one accessible path of travel through the job site at all times.

Sidewalk, curb, gutter, or other miscellaneous concrete not identified on the plans for removal which is damaged as a result of the Contractor’s operations shall be removed and replaced in kind at the Contractor’s expense.

No demolished concrete shall remain on the job site overnight.

Removed items shall become the property of the Contractor and shall be disposed of outside the City’s right of way.

8.01 MEASUREMENT AND PAYMENT

Remove Concrete (Curb, Gutter, Sidewalk, and Curb Ramp) shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all work involved with sawcutting and removing concrete of the various types shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be paid therefore.

9.00 ROADWAY EXCAVATION

Roadway Excavation shall conform to Section 19-2, “Roadway Excavation,” of the State Standard Specifications and these Special Provisions. Roadway Excavation shall consist of removal of existing pavement section, asphalt concrete dike, and other materials necessary to construct the improvements on the plans.

Existing asphalt concrete pavement/dike, aggregate base, subbase, and native material shall be removed to the limits shown on the project plans. On the line at which the asphalt concrete is to be removed, a straight, neat cut, with a power driven saw (or other acceptable means) shall be made to the full depth of the existing asphalt concrete prior to the removal of the asphalt concrete pavement.

Removal operations shall be performed with minimum damage to any portion of the asphalt concrete pavement that is to remain in place. All damage to the existing asphalt concrete to remain in place shall be repaired to a condition equal to or superior to that existing prior to the beginning of removal operations at the Contractor’s own expense.

Residue from cutting operations shall not be permitted to flow into storm drains or across lanes occupied by traffic and shall be removed from the pavement surface, concurrent with the cutting operation. All excavated material shall be removed and disposed of outside the street right of way in accordance with the State Standard Specifications.

Surplus excavated materials are the property of the Contractor and must be disposed of away from the project site. No excavated material will be allowed to be stockpiled overnight in or adjacent to public right of way, or on private property, unless approved by the City.

Unless otherwise provided for in these Special Provisions, the excavation may not be left without backfill during non-working hours except with prior written approval from the Engineer. Excavations left without backfill shall be barricaded and covered or otherwise protected to ensure public safety.

The Contractor shall assume that existing concrete flatwork is poured on native material, and which native material will not be permitted to remain. As such, excavation required to install aggregate base beneath all minor concrete as shown on the plans shall be included in the bid item for Roadway Excavation.

All quantities and bid items are assumed to have no rock within the project limit. Therefore, in bidding the items, Contractor shall assume no rock excavation.

9.01 MEASUREMENT AND PAYMENT

Roadway Excavation shall be measured and paid for per **CUBIC YARD** and shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all work involved with removing asphalt concrete, aggregate base, subbase, and native material of the various types shown on the Plans, including sawcutting and grading the subbase for the proposed improvements, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be paid therefore.

10.00 AGGREGATE BASE

Aggregate Base shall be Class 2 and shall be furnished and installed in accordance with Section 26, “Aggregate Bases,” of the State Standard Specifications, and these Special Provisions.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4”) maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets and coarse or fine material.

Class 2 Aggregate Base material shall contain sufficient moisture to prevent segregation. Aggregate base materials shall be immediately spread to its planned grade and cross section. Segregation or excessive drifting or spotting material will not be permitted.

The surface of the finished aggregate base at any point shall not vary more than 0.05-foot above or below the grade established by the City.

The Engineer shall have the option of leaving existing aggregate base in place if deemed suitable and compacted to meet specifications. The Contractor shall not assume there is existing aggregate base under existing flatwork. If existing aggregate base exists and is reused, the bid item quantity shall be reduced accordingly.

The Contractor shall install aggregate base rock from one source to the greatest extent practical to ensure compaction testing results are reliable and consistent for the duration of the project. If additional suppliers are to be considered, the Contractor shall provide material submittals for review and approval. The Contractor shall coordinate with the Engineer to agree upon where a particular type of base rock is to be installed thereby avoiding the mixing of aggregate base rock from multiple suppliers in one area.

The Contractor shall achieve at a minimum 95% relative compaction as outlined in the City’s Quality Assurance Program. The Contractor shall refer to the Quality Assurance Program section of these Special Provisions for information related to materials testing requirements.

The Contractor shall provide a material submittal to the City with laboratory test data no more than six weeks old certifying that the proposed materials meet all the quality requirements of Section 25, “Aggregate Subbases,” and 26, “Aggregate Bases,” of the State Standard Specifications. Proposed recycled materials shall not be used in the work unless a material submittal is approved in writing by the City.

The Contractor shall verify that the mix design, with ID number written on weighmaster tags, delivered to the job site matches the approved mix design. If the mix design ID numbers do not match, the product shall be rejected at no cost to the City.

10.01 DAILY SUBMITTAL

The Contractor shall submit tickets indicating the quantity of material delivered as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the tickets at the end of each day when aggregate base is installed, a temporary stop work order may be issued on the construction activity with no associated cost incurred by the City. The construction activity may resume with the Engineer’s written approval upon receiving and reviewing all tickets.

10.02 MEASUREMENT AND PAYMENT

Aggregate Base shall be measured and paid for per **CUBIC YARD** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installation of aggregate base rock complete in place, including compaction and all incidental work, all as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.

11.00 CONCRETE

All Minor Concrete for sidewalk, driveway, band, curb, gutter, and retaining curb shall be constructed in accordance with Section 73, “Concrete Curbs and Sidewalks,” of the State Standard Specifications unless otherwise directed in these Special Provisions. Minor Concrete shall be in accordance with Section 90-2, “Minor Concrete,” of the State Standard Specifications and shall achieve a minimum of 3,000 psi compressive strength by 28-calendar days after placement.

The Contractor shall coordinate with the City for material sampling and testing. The City’s independent consultant shall have full access to all areas of the worksite necessary to sample and test required materials. Any material tested which does not meet the minimum design standards as outlined in this Special Provision or the City’s approved Quality Assurance Plan shall be removed and replaced at no cost to the City. The City will assume the cost of the quality assurance testing.

The Engineer shall be notified 24 hours prior to concrete pour. The Contractor shall provide string lines and forms delineating the proposed concrete surface for Engineer observation a minimum of 4 (four) hours prior to concrete pour. **No concrete shall be poured until the Engineer has approved the forms.**

All oil, paint, tire, graffiti and other marks shall be removed from all minor concrete construction by sandblasting or complete replacement prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting or complete replacement.

11.01 EXECUTION

A. Curb Ramps

1. No utility pull box, traffic signal pull box, traffic signal pole foundation, or any other facility that is visible on or above the surface of a curb ramp may be located within the area of a curb ramp without prior approval of the Engineer. For the purpose of these Special Provisions, the area of the curb ramp shall be the area of curb, gutter, sidewalk, and retainer curb (back of walk) including and bounded by the 4-foot transition adjacent to the inclined portions of the ramp.
2. All Curb Ramps shall be constructed in accordance with this section, State Standard Plan A88A and A88B, except as noted on the plans, and all Federal, State and local codes and regulations. Any variations from the details or code requirements must be approved in writing by the Engineer, prior to placing concrete.

   If a ramp constructed by the Contractor is not in full compliance with the requirements of this section, as determined by the Engineer, the Contractor shall remove and reconstruct the entire ramp at their sole cost and expense. Note: To ensure full compliance of all curb ramps with the standard details and codes, the City’s Inspector shall use appropriate means including, but not limited to, a 2-foot smart level and a tape measure.
3. The Contractor shall form, place concrete, and re-open each new curb ramp to full and safe pedestrian use by 5:00 p.m. on Friday of the same week demolition/removal is performed unless previously agreed to by the Engineer.

   To the greatest extent practical, curb ramp locations shall be open for pedestrian use on weekends and holidays. For the purpose of this project “full and safe pedestrian use” means removal of all formwork, restoration of pavement or placement of properly compacted temporary patch material in front of ramp, removal of construction debris and elimination of all other barriers to pedestrian travel.

B. Doweling

1. When pouring new concrete to existing concrete, the existing concrete vertical face shall be doweled two feet on center with 16-inch long, grade 60, #4 rebar penetrating four-inches into the existing curb, four-inches below top of curb. The dowel hole shall be 5/8-inch diameter at a light angle horizontally. The penetrating portion the dowel and adjoining existing concrete shall be 95% coated with two-part epoxy.
2. Abutting curb and gutter ends shall be doweled twice, 18-inches apart, centered on the curb and gutter section.
3. If the existing edge is damaged during doweling, the concrete shall be saw cut again at the Engineer's discretion, at no additional cost to the City.

C. Concrete

1. Before placing concrete, subgrade shall be well dampened.
2. All curb and gutter shall be poured monolithically with adjoining sidewalk.
3. Extruded curb will not be allowed.
4. All newly placed concrete shall be finished and cured in accordance with Section 90-1.03B, “Curing Concrete,” of the State Standard Specifications and these Special Provisions.
5. Exposed surfaces of all minor concrete shall be coated with a pigmented curing compound immediately following surface finishing prior to the moisture sheen disappearing from the surface. Curing compound shall be uniformly applied at a rate of one gallon per 150 square feet per the manufacturer’s recommendations, whichever is greater, unless otherwise specified. The Contractor shall use caution that the pigmented compound is contained within the intended area of work and does not discolor asphalt concrete or other adjoining improvements.

D. Expansion Joints, Weakened Plane Joints, and Score Marks

1. In sidewalks, an expansion joint shall be placed at the end of round corners and at major structures such as utility vaults, at portions of sidewalk that include a manhole, and at other as shown on the Plans or as directed by the Engineer. In addition, expansion joints shall be placed at sixty-foot (60’) intervals of all sidewalks, and concrete median pavement.
2. Expansion joint material shall be one-half inch (1/2”) thick, be shaped to fit the geometry of the sidewalks and extend for the full depth of the sidewalks. Expansion joint material shall conform to Section 73-1.02, “Materials”, of the State Standard Specifications. Expansion joints shall be at right angles to the line of the work. Sealant shall be placed over the expansion joint material if directed by the City. Contractor shall not place “Felt” in expansion joints of sidewalk or curb and gutter.
3. Weakened plane joints and score marks shall be placed through the curbs and gutter section at the following intervals for the sidewalk widths indicated:
    i. All four-foot (4’) wide sidewalk/ramp shall be scored at four-foot (4’) intervals. In lieu of every third score mark, at twelve-foot (12’) intervals, weakened plane joints shall be constructed.
    ii. All five-foot (5’) wide sidewalk/ramp shall be scored at five-foot (5’) intervals. In lieu of every third score mark, at fifteen-foot (15’) intervals, weakened plane joints shall be constructed.
    iii. All six-foot (6’) wide sidewalk/ramp shall be scored at six-foot (6’) intervals. In lieu of every third score mark, at eighteen-foot (18’) intervals, weakened plane joints shall be constructed.
4. Weakened plane joints shall extend through both the sidewalk and the curb and gutter when constructed at the same time and monolithically.

5. All score marks shall be placed at the back of the curb for the total length of all monolithic curb, gutter and sidewalk.

E. Concrete Finish

1. Concrete shall not be placed or finished in the rain.
2. Curb and gutter shall be free from humps, sags, or other irregularities. The surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a ten-foot (10') straightedge, except at grade changes.
3. All concrete surfaces shall be completed with a medium broom finish transverse to the line of work unless otherwise specified.
4. All gutters shall be flow tested with water post concrete pour to assure proper drainage. If positive drainage is not achieved, the Contractor shall remove and reconstruct gutter/bus pad to achieve positive flow at their sole cost and expense.
5. All exposed surfaces of minor concrete shall be free from rock pockets, discoloration, graffiti, and blemishes. Surfaces shall have a uniform texture and appearance free of bulges, depressions, or other imperfections. Surfaces shall not vary by more than one quarter of an inch (1/4") from a ten-foot (10') straight edge except at grade changes.

F. Damage Repairs

All damage done or openings cut in concrete walks, curbs or gutters during the progress of the work shall be repaired by the Contractor to the satisfaction of the City. Patching of damaged areas may be allowed at the discretion of the Engineer. Partial removal and replacement of sections of sidewalk, portions of curbs and/or gutters less than four (4') feet in length will not be allowed.

All removal of damaged sidewalk, curb and gutter sections shall extend to the nearest score marks, weakened plane joint, construction joint within three (3') feet of the limit of damage concrete. All damaged areas shall be removed and replaced as specified by the Engineer without compensation.

All voids behind back of walk created by the installation of minor concrete shall be backfilled with suitable material and properly compacted within 10 working days of concrete placement.

11.02 DETECTABLE WARNING SURFACE

Detectable Warning Surfaces shall be installed in each curb ramp in accordance with State Standard Plan A88A, Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

A detectable warning surface must be on the Caltrans Authorized Material List for detectable warning surfaces and must match yellow color no. 33538 of AMS-STD-595.

11.03 DAILY SUBMITTAL

The Contractor shall provide delivery tickets at the time of delivery of each load of concrete. Each delivery ticket shall state the total yield in cubic yards, date, and time of day corresponding to when the batch was loaded, when it was dispatched, when it arrived at the job, and the time that unloading began. Each delivery ticket shall include the mix design number such that the Engineer can confirm the placed concrete matches the approved material submittal.

11.04 MEASUREMENT AND PAYMENT

Curb Ramps – Payment for the work required to construct the Curb Ramps, complete in place, shall be considered as included in other bid items that make up the work including, but not limited to, Minor Concrete Sidewalk, Minor Concrete Curb and Gutter of the various types shown on the plans, and Detectable Warning System, and no additional compensation will be allowed, therefore.

Minor Concrete (Sidewalk) shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in sawcutting, constructing the flatwork (which includes sidewalk, median island concrete, and retaining curb behind the curb ramp), complete in place, including preparing the subgrade, all form work, finishing and curing the concrete, scoring, placing dowels and epoxy, placing rebar, water testing, and repairing any damage as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Minor Concrete (Maintenance Access Driveway) shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in sawcutting, constructing the flatwork, complete in place, including preparing the subgrade, all form work, finishing and curing the concrete, scoring, placing dowels and epoxy, placing rebar, water testing, and repairing any damage as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Minor Concrete (Valley Gutter) shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in sawcutting, constructing the flatwork, complete in place, including preparing the subgrade, all form work, finishing and curing the concrete, scoring, placing rebar, dowels and epoxy, water testing, and repairing any damage as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Minor Concrete (Type 1A and Type 2 Curb & Gutter) shall be measured and paid for per **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in sawcutting, constructing curb and gutter, complete in place, including preparing the subgrade, all form work, furnishing and curing the concrete, scoring, placing dowels and epoxy, curb and gutter water testing, and repairing any damage as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. The curb and gutter transitions between Type 1A and Type 2 will be measured and paid for under the Minor Concrete (Type 1A Curb and Gutter with Rebar) bid item.

Minor Concrete (Type 5 Curb) shall be measured and paid for per **LINEAR FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in sawcutting, constructing curb and gutter, complete in place, including preparing the subgrade, all form work, furnishing and curing the concrete, scoring, placing dowels and epoxy, curb and gutter water testing, and repairing any damage as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Detectable Warning Surface shall be measured and paid for per **SQUARE FOOT** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing detectable warning system, complete in place, as shown on the Plans, as

specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. This bid item is strictly for the DWS and does not include the concrete or aggregate base rock beneath the DWS.

12.00 HOT MIX ASPHALT

The Contractor shall furnish and install hot mix asphalt (HMA) at the locations and to the depths shown on the plans in accordance with Section 39-2, “Hot Mix Asphalt,” of the State Standard Specifications, and these Special Provisions.

12.01 MATERIALS

The Contractor shall submit in writing to the Engineer a complete mix design as described in Section 39-2.01A(3)(b), “Job Mix Formula,” of the State Standard Specifications. Mix designs must include the name of the material plant, the product name, a mix design ID number, and item of work in which it is to be used.

HMA shall be type A.

All asphalt binder shall be PG 64-10 and shall conform to the requirements of Section 92, “Asphalt Binders,” of the State Standard Specifications. Aggregate shall be ½” aggregate.

The Contractor shall furnish and install an emulsified asphalt (Type SSI) tack coat conforming to Sections 39-2.01C(3)(f), “Tack Coat,” and 94, “Asphaltic Emulsions,” of the State Standard Specifications.

The Contractor shall submit certification from the supplier that the material he is furnishing has been properly tested within the last 6 weeks and designed so as to meet the aforementioned specifications. Cost of any such testing shall be the responsibility of the Contractor and/or supplier. Once a supplier's material has been found acceptable, the Contractor shall furnish material from no other source without the prior approval of the Engineer in writing.

The Contractor shall verify that the mix design, with ID number written on weighmaster tags, delivered to the job site matches the approved mix design. If the mix design ID numbers do not match, the product shall be rejected at no cost to the City.

12.02 EXECUTION

The HMA structural section in areas of roadway widening shall be brought to the elevation of the adjacent existing pavement before overlay is placed. The overlay joints on the top lift shall overlap the joint between the new and the existing pavement.

Surface preparation and tack coat application shall be in accordance with the State Standard Specifications. The surfaces upon which asphalt concrete is to be placed shall be thoroughly cleaned of all dirt, vegetation, and debris.

Prior to application of tack coat, the street shall be cleaned with a vacuum street sweeper and be clean of all dust.

Existing paved surfaces shall be given a tack coat by spraying with penetration type emulsified asphalt at the rate of 0.05 to 0.10 gallon per square yard as directed by the Engineer.

The HMA shall be placed in 3-inch maximum lifts after compaction. Conform sections shall be squared off and hand raked to a neat straight line. Edges at curb shall be hand raked and rolled with a small roller or tamper when larger roller cannot be used.

Spreading and Compaction

1. Vehicles used for hauling HMA mixtures must have tight, smooth, metal beds, and must be free from dust, screenings, excessive petroleum oils, volatiles, or other mineral spirits that may affect the mix being hauled. Trucks must be provided with tarpaulins or cargo covers of sufficient size and weight to protect the entire load.

2. Should the methods and equipment furnished by the Contractor fail to produce a layer of HMA conforming to the requirements, including straightedge tolerance, of Section 39-2.01C(2), "Spreading and Compacting Equipment," of the State Standard Specifications, the paving operations shall be discontinued, and the Contractor shall modify his equipment or furnish substitute equipment.

Finishing Roadway

1. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 12 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the HMA by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the HMA shall be discontinued and other acceptable equipment shall be furnished by the Contractor.

2. A drop-off of more than 2 inches will not be allowed at any time between adjacent lanes open to public traffic.

3. Half-width surfacing operations shall be conducted in such manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes shall not be greater than can be completed in the following day of normal surfacing operations.

4. Finishing roadway shall conform to Section 22, "Finishing Roadway," of the State Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Engineer.

5. Temporary pavement markings shall be installed for all roadway centerlines, stop lines and channelizing lines following the final lift of HMA overlay. Temporary pavement markers shall be the same color as the lane line or centerline markers being replaced. Temporary pavement markings shall comply with 'Temporary pavement markers for short term day/night use (14 days or less) of Section 12-6, "Temporary Pavement Delineation," of the State Standard Specifications. The costs of temporary pavement markings or floppies are included in the asphalt concrete bid item.

Testing and Certification

During the work, the City may periodically sample and test the furnished material to ensure quality assurance in accordance with the City's Quality Assurance Program. The Contractor will perform all required quality control testing. The City will assume the cost of all quality assurance testing, however, the Contractor will be required to pay for all failing tests.

12.03 DAILY SUBMITTAL

The Contractor shall submit HMA Weighmaster's Certificates as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the Certificates at the end of

the day when HMA is installed, a temporary stop work order may be issued on the paving operation with no associated cost incurred by the City. The paving operation may resume with the Engineer's written approval upon receiving and reviewing the Certificates.

12.04 MEASUREMENT AND PAYMENT

Hot Mix Asphalt as determined by Weighmaster's Certificates, shall be per **TON** and shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing hot mix asphalt, including production, delivery, placement, and compaction of HMA, complete in place, including tack coat, pre-overlay preparation, and all incidental work, as shown on the project plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material. The final weighmaster tag shall note the amount of tonnage to be deducted from the pay estimate and be signed by the Engineer or the Engineer's representative and the Contractor.

13.00 UTILITIES

Attention is directed to Section 15, “Existing Facilities,” and of the State Standard Specifications and these Special Provisions.

Manhole adjustment shall conform to Section 71-5, “Adjust Drainage Structures,” of the State Standard Specifications and these Special Provisions.

13.01 STORM DRAIN MANHOLE

Storm Drain Manhole adjustment shall conform to Section 71-5, “Adjust Drainage Structures,” of the State Standard Specifications, Section SS-71 "Adjust Manholes to Grade" of City of Rocklin Construction Specifications and these Special Provisions.

13.02 HOT MIX ASPHALT (OVERSIDE DRAIN)

Hot mix asphalt overside drain shall conform to the details shown on the plans, State Standard Plan D87D, and these Special Provisions. The work also includes any grading, installation of rock slope protection (RSP), Class 8 fabric, and hot mix asphalt.

13.03 SEWER MANHOLE

All existing sewer facilities impacted by new construction (e.g., connected to, adjusted, repaired, modified) shall be constructed to comply with the South Placer Municipal Utility District (SPMUD) current Standards.

Sewer Manhole adjustment shall conform to Section 5.22 "Manholes" of SPMUD Standard Specifications and these Special Provisions.

Contractors shall refer to SPMUD standards at https://spmud.ca.gov/specifications-and-ordinances for more information.

13.04 WATER APPURTENANCES

Water Valve and Blow off Assembly Cover adjustment shall conform to Placer County Water Agency (PCWA) Improvement Standards, Standard Specifications, Standard Drawings and these Special Provisions. Contractors shall refer to PCWA standards at https://www.pcwa.net/business/standards for more information.

13.05 MEASUREMENT AND PAYMENT

Adjusting manholes and utility covers, or reconstructing the barrel section of the SPMUD manhole, shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in adjusting the manhole. The work shall include, but is not limited to, adjusting frame and cover, grade rings, complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, testing, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Adjusting Water Valve Cover shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in adjusting the water valve cover. The work shall include, but is not limited to, adjusting frame and cover, complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, as shown on the

Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Adjusting Blow Off Valve Box Cover shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in adjusting the water valve cover. The work shall include, but is not limited to, adjusting frame and cover, complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Installing the Hot Mix Asphalt (Overside Drain) shall be paid for as **LUMP SUM** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installation of the overside drain. The work shall include, but is not limited to excavation, disposal of spoils, RSP, fabric, and HMA, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

14.00 TRAFFIC STRIPING AND PAVEMENT MARKINGS

Traffic stripes and pavement markings, of the various colors indicated on the plans (white or yellow), shall be installed in accordance with these Special Provisions and Section 84, “Markings,” of the State Standard Specifications.

The Contractor shall install cat-tracks at least two (2) working days ahead of, and receive approval from the Engineer prior to, installation of any permanent striping and pavement markings.

New, permanent traffic striping shall be installed on the roadway within five (5) working days after final paving operations.

Thermoplastic stripes and pavement markings shall not be placed over utility covers including, but not limited to, manhole covers, utility boxes, traffic signal detector hand holes, or water valves covers.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd·m-2·lx-1. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd·m-2·lx-1.

14.01 PAVEMENT MARKERS/DELINEATORS/STRIPING/PAVEMENT MARKINGS

The Contractor shall remove all existing traffic stripes and pavement markings in conflict with new traffic stripes and pavement markings in accordance with Section 84-9, “Existing Markings,” of the State Standard Specifications.

Sandblasting of traffic stripes shall not be permitted. Removal of traffic stripes shall be by grinding, or by other methods approved in writing by the Engineer. Drain inlets adjacent to areas to be ground shall be protected from grinding entering the storm drain system.

For removal of pavement markings, a rectangular area shall be ground to prevent ghosting of the original markings. Conflicting striping shall be removed completely.

All striping or pavement markings damaged during construction shall be repaired at the Contractor’s expense. Repairs shall consist of complete replacement of markings or legends, replacement of sections of striping, and replacement of damaged or missing markers as directed by the Engineer.

14.02 TEMPORARY STRIPING AND PAVEMENT MARKINGS

The Contractor shall supply and install temporary striping to control traffic until permanent striping and pavement markings are installed. All temporary striping, pavement markings, tape, floppies, etc. shall be removed when no longer needed to safely direct traffic.

Painted white striping/pavement markings shall conform to Section 84-2.03B(6), “Paint,” of the State Standard Specifications.

The Contractor is not required to remove painted temporary traffic stripes that will be covered by paving work.

Full compensation for furnishing and installing temporary striping and pavement markings is included in the prices paid for the Traffic Control System bid item and no additional compensation will be allowed therefore.

14.03 MATERIAL

Thermoplastic shall be Alkyd type for extrusion application and shall produce an adherent reflectorized strip capable of resisting deformation by traffic.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD.

The thermoplastic material shall be 100 percent solids. The binder shall consist of synthetic alkyd resins and shall be homogeneously incorporated with all the necessary prime pigments, fillers, and glass beads to produce a traffic coating to meet the requirements as specified herein.

Characteristics of Finished Thermoplastic:

	White	Yellow
Glass Beads, AASHTO M-247, Type I, percent by weight, min. (Cal. Test Method 423)	30	30
Titanium Dioxode (TiO2), percent by weight, min. (AASHTO T250-77)	10	
Lead Chromate, Medium Heat Stability, percent by weight, min.		2.5
Specific Gravity, max. (Cal. Test Method 423)	2.15	2.15
Binder, percent by weight, min. (Cal. Test Method 423)	18	18
Ring & Ball Softening Point, °F (ASTM E28)	200-240	200-240
Bond Strength to Concrete, 0.125-inch-thick film drawdown at 425°F test at 75°F + 2°F, psi, min (Cal. Test Method 423)	180	180
Brookfield Thermosel Viscosity, Spindle SC4-27, 20 RPM at 425°F, Poise (Cal. Test Method 423)	30 – 45	30 – 45
Impact Resistance, Falling Ball Method, 0.125-inch-thick film drawdown at 425°F on concrete. Test at 75°F + 2°F inch-lbs., (ASTM D2794)	10	10
Daylight Luminous Reflectance, min. (ASTM E97)	75	40
Yellowness Index, max., (ASTM E313)	.15	
Hardness, Shore A-2 Durometer with 2-kilogram weight at 115°F (Cal. Test 423)	60 – 80	60 – 80
Low Temperature Stress Cracking, Resistance at 25° (AASHTO)	No Crack	No Crack
Color Match, Federal Std. No. 595a, Color No. 33538		Passes

14.04 APPLICATION

Thermoplastic Traffic Striping Material, Alkyd Binder, White and Yellow. All thermoplastic must be applied per Section 84-2.03B(2)(b), “Extruded Thermoplastic,” of the State Standard Specifications.

The Contractor shall apply an adhesive primer base coat prior to the application of any thermoplastic material on treated pavement, stamped pavement, colored pavement, concrete surfaces, or pavement older than 30 days.

Unless otherwise specified in these Special Provisions, the thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.075-inch. Thermoplastic Material for pavement markings shall be applied at a minimum thickness of 0.125-inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material, at a rate of not less than 8 lbs. per 100 sq. ft. The amount of glass beads applied shall be measured by stabbing the glass beads tank with a calibrated rod.

14.05 TOLERANCES AND APPEARANCE

The completed traffic stripes and markings shall have clean and well-defined edges without deformations and shall be free of tears or other disfigurements. Improperly placed, defective, or disfigured traffic stripes and markings shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal work shall be at the Contractor's expense.

Completed traffic stripes shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. On tangent alignment, when a 100' string line is stretched taught and placed directly on the outer edge of the completed traffic stripe, the distance between the string and the edge of the traffic stripe shall not exceed three-fourths of one inch (3/4") when measured anywhere along any 100' interval of the tangent alignment. On curved alignment, the outer edge of the traffic stripe shall not deviate more than three-fourths of one inch (3/4") from the true arc. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2" from the lengths required to produce a uniformly repeating, broken-stripe pattern.

14.06 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 84, “Markings,” of the State Standard Specifications and these Special Provisions.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the “Steel Wool Abrasion Procedure” specified for pavement markers placed in pavement recesses in Section 81-3.02C, “Retroreflective Pavement Markers,” of the State Standard Specifications.

Blue raised reflective fire hydrant markers with two reflective faces shall be included in this item of work. Hydrant markers shall be placed in the street, 6”-12” off the centerline and perpendicular to the fire hydrant.

14.07 OBJECT MARKERS

Object markers shall be placed in conformance with the provisions in Section 82, “Signs and Markers,” of the State Standard Specifications and these Special Provisions.

Type Q (CA) object markers, shown on the plans as surface mounted channelizers, shall be Pexco’s City Post Model Embedded Anchor Cup. Embedded anchor cups shall be installed per manufacturer recommendations.

14.08 MEASUREMENT AND PAYMENT

Thermoplastic traffic stripes (Bid Item by Detail) shall be measured and paid for by the **LINEAR FOOT**, for the various traffic stripes shown on the project plans, along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. The price shall include full compensation for furnishing all

labor, materials, tools, equipment, and incidentals for all work involved in furnishing and installing traffic stripes, including pavement markers, blue reflective pavement markers identifying fire hydrants, replacement of damaged stripes, and pavement surface preparation, all per the project plans, State Standard Plans/Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

Thermoplastic Pavement Markings including letters, turn arrows, symbols, limit lines, and crosswalks shall be measured and paid for by the **SQUARE FOOT**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in placing pavement markings, replacement of damaged pavement markings, and pavement surface preparation, all per the project plans, State Standard Plans/Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

The square foot area of pavement markings will be determined from the most recent State Standard Plans.

Removal of existing traffic stripes and markings shall be included in the various items of work involved and no separate payment shall be allowed therefore.

Type Q (CA) Object Markers (Surface Mounted Channelizers) shall be measured and paid for per **EACH**, for the various Type Q (CA) object markers shown on the project plans. The price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved in furnishing and installing Type Q (CA) object markers, including installing aluminum embedded anchor cups, retroreflective sheeting, all per the project plans, State Standard Plans/Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

15.00 ROADSIDE SIGNS AND BARRICADES

The Contractor shall install and relocate roadside signs and barricades in accordance with the most recent edition of the California Supplement to the Manual on Uniform Traffic Control Devices (CA-MUTCD), the State Standard Specifications, State Standard Plans, and these Special Provisions. Sign panels and fastening hardware shall conform to Section 82, “Signs and Markers,” of the State Standard Specifications. Signs shall be fabricated with aluminum sheeting and single sheet aluminum panels. Reflective sheeting and legends must comply with ASTM D9465.

Signs and solar panel systems to be removed and salvaged shall be returned back to the City of Rocklin Public Works Department located at 4081 Alvis Court.

Pedestrian barricades shall be type 1 per State Standard Plan ES-7Q as shown on the traffic signal plans (sheet E-2).

Wood barricades at the end of pavement widening as shown on sheet L-1 shall be constructed per City of Rocklin Standard 3-26.

Installation of sign panels shall conform to Section 82-3, “Roadside Signs,” of the State Standard Specifications. Signs shall be installed on metal posts.

Metal posts shall be 2-inch by 2-inch galvanized Telespar square posts with breakaway sleeves and installed per City of Rocklin Standard Drawing 3-28.

Metal posts shall be subject to review and approval by the City prior to installation. Wood posts are not permitted.

Back braces for signs must be commercial quality, mild steel, and hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on sign posts must be stainless steel under ASTM A167, Type 302 or 304. Bolts must be stainless steel with a chromium content of at least 16 percent and a nickel content of at last 8 percent.

The lag screws, metal washer, and nuts must be commercial quality steel and hot-dip galvanized after fabrication. Fiber washers must be commercial quality.

All sign locations shall be approved by the Engineer prior to installation.

15.01 MEASUREMENT AND PAYMENT

Install Roadside Sign shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in furnishing and installing new roadside sign(s) and new post, complete in place, including excavation, disposal of spoils, concrete footing, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Install Sign (Strap and Saddle Bracket Method) shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in furnishing and installing new roadside sign(s) by the strap and saddle bracket method, complete in place, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Relocate Roadside Sign shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in relocating roadside sign, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Remove Roadside Sign shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in removing roadside sign, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Salvage Roadside Sign and Solar System shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in salvaging roadside sign and solar system, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

Install Wood Barricade shall be measured and paid for per **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installing barricades as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, City or Rocklin Standard 3-26 and as directed by the Engineer and no additional compensation shall be allowed therefore.

Install Pedestrian Barricade shall be measured and paid for per **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in installing barricades as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, State Standard Plan ES-7Q, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Remove Barricade shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in removing barricades, post, and footing complete in place, including excavation, disposal of spoils, backfilling void spaces with approved material, as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

16.00 SURVEY MONUMENT

Survey Monuments shall conform to Section 78-2, “Survey Monuments,” of the State Standard Specifications and these Special Provisions.

The contractor will provide all material to install the survey monument per City of Rocklin Standard Drawings 3-34. Additionally, the contractor will have a license surveyor registered in the State of California, stamp and install the bronze monument. The surveyor will also prepare the needed record documents for review recordation by Placer County Surveyor's Office.

16.01 MEASUREMENT AND PAYMENT

Install Survey Monument shall be paid for as **EACH** and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals for doing all work involved in furnishing and installing survey monument, complete in place, including excavation, disposal of spoils, concrete footing, box, and filing all pertinent records with the County surveyor by a Licensed Land Surveyor as shown on the Plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed.

17.00 ELECTRICAL SYSTEMS

Traffic Signal and Street Light work shall conform to the provisions of Sections 86, "Electrical Work," and 87, “Electrical Systems,” of the State Standard Specifications, the information shown on the Plans, and these Special Provisions.

In general, the work consists of the following items:

1. Installation of one new traffic signal at Whitney Ranch Parkway/University Avenue; and

2. Relocation of two existing street lights and removal of one existing street light on Whitney Ranch Parkway.

The traffic signal installation shall include, where shown on the plans, furnishing and installing new accessible pedestrian signals, vehicle/pedestrian heads, foundations, loop detectors, loop detector handholes, pull boxes, conduit, and conductors and all accessories, power supplies, and cabling for a fully-functioning system. The installation shall also include installing the following City-furnished items:

1. Traffic signal poles with mast arms;
2. Controller cabinet assembly;
3. Service equipment enclosure; and
4. PTZ camera.

The Contractor’s attention is directed to Section 17.18 regarding the furnishing and transporting of traffic signal equipment to the City.

The street light modification shall include, where shown on the plans, furnishing and installing new street light foundations, pull boxes, conduit, and conductors and relocation of existing equipment.

The Contractor shall be responsible for locating and marking the positions of all traffic signal equipment, pull boxes, and conduit. All locations shall be approved by the Engineer before any work is performed.

17.01 TRAFFIC SIGNAL SCHEDULE OF VALUES

The Contractor shall prepare a schedule of values for each lump sum item of work covered by this Electrical Systems specification per Section 9-1.16B, “Schedule of Values,” of the State Standard Specifications.

17.02 SALVAGING ELECTRICAL EQUIPMENT

The Contractor shall remove, handle, transport, store, and dispose of all existing electrical equipment, including light bulbs, and all other construction or installation related refuse in compliance with City’s current practice and all applicable laws and regulations in such a manner as to minimize potential adverse environmental impacts on this project at no additional cost to the City. The City encourages recycling where possible.

Ballasts and transformers that contain polychlorinated biphenyls (PCB’s) are designated as extremely hazardous wastes and fluorescent tubing and mercury lamps are designated as hazardous wastes under Title 22, Division 4.5, Chapter 11, Article 4.1 and Article 5, of the California Code of Regulations.

Contractor shall provide evidence of proper disposal of hazardous waste.

17.03 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

The Contractor shall maintain existing and temporary electrical systems per Section 87-21.03B, “Maintaining Existing Electrical Systems,” of the State Standard Specifications, and these Special Provisions.

All street lighting systems are to remain in operation at all times during construction unless otherwise approved by the Engineer.

17.04 SIGNAL ACTIVATION

On the day of signal activation, the Contractor shall be required to have in his possession at the job site all tools, equipment and parts necessary to repair a signal malfunction. These items shall include, but not be limited to, a bucket truck, replacement LED’s, wire, etc.

Immediately prior to the activation of a new traffic signal, the Contractor shall install two (2) orange flags on the “Signal Ahead” signs. Flags shall remain in place for two (2) weeks. The Contractor shall also provide two (2) changeable message sign (CMS) boards on Whitney Ranch Parkway and (2) CMS boards on University Avenue a minimum of 5 working days ahead of the signal turn on. CMS board messages shall be approved by the Engineer for a message before turn on and a separate message updated the day of the turn on. CMS boards shall remain in place for two (2) weeks following turn on. The cost of CMS boards for this purpose is included in the Traffic Control System bid item.

Prior to activation of a new traffic signal, the Contractor shall provide a minimum of two (2) flaggers to control traffic. The number of flaggers may be increased at the request of the Engineer at no additional cost to the City. Each flagger shall wear appropriate safety gear and carry a stop paddle for controlling traffic. The flaggers shall completely stop traffic prior to the signal changing from red flash to full operation.

17.05 FOUNDATIONS

The Contractor shall construct foundations for traffic signal and street light poles, and push button posts per the State Standard Plans and Section 87-1.03E(3), “Concrete Pads, Foundations, and Pedestals,” of the State Standard Specifications.

The Contractor shall verify all existing underground and overhead utilities within the project site prior to constructing foundations for the street lighting and signal standards.

Unless otherwise directed by the Engineer, the Contractor is not required to place inspection tubes in the foundations per Caltrans Standard Plan ES-7N.

The layout of the service equipment enclosure and traffic signal controller cabinet shall be per City of Rocklin Standard Drawing 8-4. The foundations themselves shall be per Caltrans Standard Plans, latest edition.

17.06 STANDARDS, POLES, PEDESTALS, AND POSTS

The Contractor shall install City-furnished traffic signal poles per the State Standard Plans, Section 87-1.03J, “Standards, Poles, Pedestals, and Posts,” of the State Standard Specifications, except as shown on the plans.

17.07 CONDUIT

Conduit to be installed underground shall be Type 1 or Type 3 as defined in Section 86-1.02B, “Conduit and Accessories,” of the State Standard Specifications unless otherwise specified herein.

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1. Conduit sizes shown on the plans and specified in the State Standard Specifications and these Special Provisions are referenced to metallic type conduit.

When a standard coupling cannot be used for joining Type 1 conduit, a UL listed threaded union coupling conforming to the provisions in Section 87-1.03B, “Conduit Installation,” of the State Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

If Type 3 conduit is placed in a trench, not in the pavement or under concrete sidewalk after the bedding material is placed and the conduit is installed, backfill the trench to not less than 4 inches above the conduit with minor concrete under Section 90-2, “Minor Concrete,” except the concrete must contain not less than 421 pounds of cementitious material per cubic yard. Backfill the remaining trench to finished grade with backfill material.

Conduit placed in a trench, in the pavement, shall be installed and backfilled per Section 87-1.03B(3)(b)(iii) “Trench-In-Pavement Method,” of the State Standard Specifications.

After conductors have been installed, the ends of conduits terminating in pull boxes and the service equipment enclosure shall be sealed with an approved type of sealing compound.

At those locations where conduit is required to be installed under pavement and underground facilities designated as high priority subsurface installation under Government Code § 4216 et seq. exist, conduit must be placed per Section 87-1.03B(3)(b)(iii), “Trenching-In-Pavement Method,” of the State Standard Specifications.

The conduit shall have a 45-degree sweep (measured in the vertical plane) with a minimum bend radius of 36 inches when entering the pull box.

The conduit shall have a safe working pull strength greater than 3,000 pounds.

17.08 PULL BOXES

Pull boxes shall be concrete utility boxes. Pull boxes shall be as shown on the plans and in accordance with Section 86-1.02C, “Pull Boxes,” and Section 87-1.03C, "Installation of Pull Boxes" of the State Standard Specifications.

The pull boxes shall be installed per City of Rocklin Standard Drawings 7-5 and 7-6.

Existing and new electrical pull boxes shall be adjusted to grade as shown on the Plans or directed by the Engineer, and included in the cost for each traffic signal system bid item.

The Contractor shall ensure that traffic box covers are not covered with concrete or landscaping materials during construction operations.

Pull boxes shall be marked “Traffic Signal” or “City Communications” depending on the purpose for which the pull box will serve.

Pull boxes for PG&E service connections shall meet all PG&E Greenbook requirements and shall be marked “Service.”

Pull boxes shall be a minimum of No. 5 or larger as shown on the Plans. No. 3-1/2 pull boxes shall not be used in the public right of way for traffic signals.

All pull boxes shall have non-slip lids. Pull boxes shall not be installed in a curb ramp. Any boxes within the roadway shall be upgraded to a traffic rated box with steel lid.

Where an existing pull box or splice vault is damaged by the Contractor's operations, the pull box shall be reconstructed to match existing, and if the sump was grouted, the old grout shall be removed and new grout placed at the sole cost of the Contractor.

All pull boxes to be abandoned shall have conductors removed from the pull boxes and conduits and the pull box shall be removed. The remaining hole shall be backfilled and compacted with similar material as the surrounding material. If within a sidewalk, the entire square of sidewalk shall be removed and replaced as part of the traffic signal installation bid item, unless within the limits of proposed sidewalk as shown on the civil sheets, in which case the cost is measured and paid for under the sidewalk bid item.

The concrete flatwork shown on City of Rocklin Standard Drawing 7-6 shall be included in the Traffic Signal bid item unless within the limits of proposed sidewalk as shown on the civil sheets, in which case the cost is measured and paid for under the Minor Concrete (Sidewalk) bid item.

17.09 CONDUCTORS AND WIRING

The Contractor shall furnish and install all conductors and wiring as shown on the plans per Section 86-1.02F, "Conductors and Cables," of the State Standard Specifications.

Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

Wiring for traffic signal indications or equipment shall not be daisy-chained.

Conductors shall be wrapped around projecting end of conduit in pull boxes as shown on the plans. Cables shall be secured to the projecting end of conduit in pull boxes to prevent pulling of cables without removing the securing device.

All conductors shall be labeled and identified in each and every pull box. A minimum of 6 feet (3 feet up and 3 feet down) of service loop shall be provided in each pull box.

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 0.039 inches for conductor sizes No. 14 to No. 10, inclusive, and 0.051 inches for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.03-inches for conductor sizes No. 14 to No. 10, inclusive, 0.04-inches for No. 8, and 0.053 inches for No. 6 to No. 2, inclusive.

Testing

The Contractor shall perform a high-voltage series lighting test consisting of the open circuit voltage of the connected constant current transformer between conductors and ground. The high-voltage test shall not be performed on existing circuits or equipment. Non-testing of existing circuits and equipment shall not relieve the Contractor from the responsibility for malfunctioning of existing lighting circuits due to the Contractor making splices in or connecting to the circuits and such malfunctions shall be corrected at the Contractor's expense.

17.10 SIGNAL FACES AND SIGNAL HEADS

The Contractor shall furnish and install all signal faces, lamps and signal heads as shown on the plans per Section 86-1.02R, "Signal Heads," of the State Standard Specifications. All 12-inch red, yellow, and

green ball/arrow sections shall be furnished with Dialight LED modules from the Caltrans AML. Signal heads, visors and backplates shall be black. Backplates shall be louvered and include 3M Diamond Grade retroreflective strip.

17.11 PEDESTRIAN SIGNALS

The Contractor shall supply and install pedestrian signals per Section 86-1.02S, “Pedestrian Signal Heads,” of the State Standard Specifications.

All pedestrian signals shall be furnished with a combination Portland Orange “Up-Raised Hand”, and Lunar White “Walking Man” LED modules with self-contained “countdown” timer, and shall conform to Sections 4E.04 and 4E.07 of the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD). Modules shall be Dialight LED from the Caltrans AML.

All pedestrian indication symbols shall be completely filled in, outlined indications shall not be allowed.

Signal housing shall be black and utilize clamshell mounts for all poles.

17.12 PHOTOELECTRIC CONTROLS

Photoelectric control shall be Type II and pole top mounted in accordance with Section 86-1.02M, “Photoelectric Controls,” of the State Standard Specifications.

The Contractor shall supply all equipment, supplies, and material required for mounting the photoelectric cell.

17.13 SERVICE EQUIPMENT ENCLOSURE

All service equipment enclosures/service pedestals shall conform to Section 86-1.02P(2), “Service Equipment Enclosures,” of the State Standard Specifications, and shall not be painted.

Service equipment enclosures located within the City of Rocklin shall be installed in conformance with the PG&E Greenbook, latest edition and City of Rocklin Standard Drawing 8-4.

Service equipment enclosures for traffic signals shall be Tesco Type III-AF metered with battery backup system as shown on the plans.

If a service equipment enclosure will have power of 120/208v, the Contractor shall provide the required 5th clip meter socket configuration.

17.14 ACCESSIBLE PESDESTRIAN SIGNAL

The Contractor shall furnish and install accessible pedestrian signals (APS) where shown on the plans. APS shall conform to the State Standard Plan ES-5C and Section 86-1.02T, “Accessible Pedestrian Signals,” of the State Standard Specifications.

APS push button assemblies shall be a 3-wire APS push button assembly which shall include a push button station and a pedestrian head control unit. The APS shall be the Polara “iNS” iNavigator system.

Contractor shall supply all cabling including any and all cabling associated with the connections between each of the accessible pedestrian signal assemblies.

Pedestrian push buttons shall be 2” ADA pushbuttons, mounted 42” above finished grade to center of button, and meet reach requirements per Section 308.3, Side Reach, of the 2010 ADA Standards for Accessible Design, and which is available at the following website:

https://www.ada.gov/law-and-regs/design-standards/2010-stds/#top

Terminal screws shall be used for all bare wire terminations. Crimp terminals are not allowed.

Audible messages shall conform to the latest CA-MUTCD Section 4E. Pedestrian push buttons shall be within 5 feet from the edge of the access ramp pan (CAMUTCD Figure 4E-2).

Contractor shall submit Voice on Location and Walk Message (VOL) sheet –with proper English phonetic pronunciation for approval by the Engineer prior to proceeding with the purchase of the equipment.

The accessible pedestrian signal system must be manufactured within 6 months of delivery.

17.15 LOOP DETECTION SYSTEM

The work shall conform to the provisions of Sections 86, "Electrical Work," and 87, “Electrical Systems,” of the State Standard Specifications, the information shown on the Plans, City of Rocklin Standard Drawing #8-5, and these Special Provisions.

The Contractor shall be responsible for locating and marking the positions of all traffic signal loops, detector handholes, and conduit. All locations shall be approved by the Engineer before any work is performed.

The Contractor shall coordinate with the City of Rocklin’s Traffic Supervisor, Naz Lazar, whose contact information is 916-625-5567, or naz.lazar@rocklin.ca.us. Work on or near existing traffic loops shall be meticulously planned and coordinated to identify the minimal impact necessary. If the traffic signal is to be placed into flash at any time to accommodate loop installation, all loop work shall be performed during nighttime hours as defined elsewhere in these Special Provisions.

All vehicle detectors shall be cut in and be inductive loop detector Type “A” and “D”. Bicycle loops shall be Type “B”- 5’x5’ with 5 turns.

Loop wire shall be Type 2 as noted in Section 86-1.02F(2)(c)(iii), “Inductive Loop Conductors,” of the State Standard Specifications and be THWN or XHHW, in polyethylene, or vinyl, tubing , # 14 stranded copper.

Lead-in cable shall be Type B copper per Section 86-1.02F(3)(d)(iii), “Detector Lead-in Cables,” of the State Standard Specifications.

Inductive loop detector includes a completely installed loop or group of loops in the roadway, and a lead-in cable installed and connected inside a controller cabinet. Vehicle detection loops shall be cut into the newly paved asphalt surface within 72 hours following paving operations. Contractor shall furnish loop continuity test results to the City within 24 hours of splicing.

Verify in the presence of the Engineer or Traffic Supervisor that the loops are operational before making the final splices between loop conductors and the lead-in cable.

Identify and tag each lead-in cable with the detector designation at the cabinet and pull box adjacent to the loops.

Where shown on the plans, the Contractor shall install new conduit and detector handholes per Caltrans standard.

17.16 LUMINAIRES

The Contractor shall furnish and install luminaires where shown on the Plans, luminaires shall conform to Section 86-1.02K “Luminaires” of the State Standard Specifications, the information shown on the Plans, City of Rocklin Standard Drawing #7-10, and these Special Provisions.

Luminaires shall be Leotek GreenCobra LED Street Light GC1 with 80F for number and type of LEDs, MV voltage, 4,000K color temperature, Type 3 distribution, gray finish, 530mA drive current and have the utility wattage label.

17.17 PG&E SERVICE CONNECTION

The City will provide the Contractor with the PG&E service connection design, upon completion by PG&E. The Contractor shall construct the PG&E service connection in accordance with PG&E Greenbook requirements.

17.18 CITY-FURNISHED AND CONTRACTOR-FURNISHED EQUIPMENT

The City will furnish for Contractor installation a McCain Model 332L controller cabinet assembly with Intelight 2070LX controller, GTT EVP phase selectors, APS control unit, and Tesco battery backup system, a Type III-AF service equipment enclosure, an Axis Q6075-E PTZ camera, and the traffic signal poles (with mast arms). The Contractor shall coordinate with the City regarding pick-up of the equipment and shall be responsible for all transportation from the City Corporation Yard to the intersection if the equipment is not already stored on site.

In addition to installing City-furnished equipment noted in the paragraph above, the Contractor shall also provide the following equipment to the City to backfill spare materials and shall be responsible for all transportation to deliver the equipment to the City’s Corporation Yard:

- McCain Model 332L controller cabinet assembly with Intelight 2070 LX controller, GTT EVP phase selectors, APS control unit, and Tesco battery back-up system
- Type III-AF service equipment enclosure per City of Rocklin Standard Drawing 8-1
- Axis Q6075-E PTZ camera

Furnishing and transporting this equipment to the City is included in the lump sum price paid for the traffic signal installation.

17.19 MEASUREMENT AND PAYMENT

The **LUMP SUM** price paid for the Traffic Signal at Whitney Ranch Parkway/University Avenue as shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved to construct a complete and functioning traffic signal with intersection safety lighting, complete and in place. The work shall include, but is not limited to, supplying and installing signal pole foundations, controller cabinet with foundation, luminaires, vehicle heads, pedestrian signal heads, PTZ camera, conductors/cables, conduits, pull boxes, service equipment enclosure with foundation, supplying and installing traffic signal loops, loop detector handholes, loop wire, detector lead-in cables (DLCs), detector loop card inside the controller cabinet, photoelectric controls, roadway or street name signs mounted to mast arms, brackets for roadway or street name signs, pole numbers, pedestrian push button post, accessible pedestrian signals, installing City-furnished traffic signal poles, replacement of concrete flatwork when outside the limits of proposed concrete flatwork, and

coordination with PG&E, and all incidentals, as shown on the plans, as detailed in the State Standard Specifications, these Special Provisions and as directed by the Engineer and no additional payment shall be allowed therefore.

The **LUMP SUM** price paid for the Whitney Ranch Parkway Street Lighting as shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved to modify a street lighting system, complete and in place. The work shall include, but is not limited to, supplying and installing street light pole foundations, luminaires, conductors/cables, conduits, pull boxes, replacement of concrete flatwork when outside the limits of proposed concrete flatwork, and coordination with PG&E, and all incidentals, as shown on the plans, as detailed in the State Standard Specifications, these Special Provisions and as directed by the Engineer and no additional payment shall be allowed therefore.

PG&E Service Connection bid item shall be an **ALLOWANCE** from which the City and Contractor will negotiate a fair and reasonable price formalized in a contract change order. All labor, materials, tools, equipment, and incidentals involved in constructing a complete and functioning PG&E electrical service connection, including conduit, conductors/cables, and pull boxes, complete in place, shall be included in this bid item per PG&E standards, and as directed by the Engineer and no additional compensation will be made therefore.

18.00 ENVIRONMENTAL STEWARDSHIP

Mitigation measures shall conform to the measures listed in Appendix A and shall conform to Section 14, “Environmental Stewardship,” of the State Standard Specifications and these Special Provisions.

18.01 MEASUREMENT AND PAYMENT

The **LUMP SUM** price paid for implementing and fulfilling all environmental measures per the measures listed in Appendix A shall include full compensation for furnishing all labor, materials, tools, fencing, equipment and incidentals for doing all the work involved to implement and fulfill these Special Provisions as directed by the Engineer and no additional payment shall be allowed therefore.

19.00 QUALITY ASSURANCE PROGRAM

The City has a Caltrans approved Quality Assurance Program (QAP), which can be made available upon request, that will ensure the materials and workmanship incorporated into the construction project conform to the requirements of the contract plans and Special Provisions, including approved changes.

Material testing and sampling noted in the QAP shall be done in accordance with California Test Method (CTM) procedures. The QAP specifies which CTM to follow depending upon the material in question.

19.01 ACCEPTANCE TESTING

At a minimum, and as outlined in the City's QAP, the following materials shall be sampled and tested for acceptance into the project:

1. Hot Mix Asphalt
2. Hot Mix Asphalt (Aggregates)
3. Aggregate Base
4. Structural Concrete
5. Soil Subgrade

See Attachment 1, Acceptance Sampling and Testing Frequencies, in the QAP for frequency tables.

The Contractor shall coordinate with the Engineer or batch plant for material sampling and testing. The City's independent consultant shall have full access to all areas of the worksite necessary to fulfill the requirements of the City's QAP.

Whenever failing tests occur, sufficient additional acceptance tests must be taken to isolate the affected work. Documentation of the results of such additional tests must be included in the City's records, including a description of the corrective measures taken by the Contractor. Any material tested and found out of compliance with these Special Provisions and the QAP shall be removed and replaced at no cost to the City.

For clarification purposes, the City's materials testing consultant will complete Local Assistance Procedures Manual (LAPM) Exhibit 16-Z2, Acceptance Testing Results Summary Log, outlining the results of all testing, a copy of which can be provided to the Contractor upon request.

Compaction testing of hot mix asphalt shall be per State Standard Specifications while aggregate base shall achieve 95% relative compaction.

Minor concrete will be accepted via a certificate of compliance, however, concrete cylinder samples will be collected and tested in accordance with CTM procedures.

19.02 CERTIFICATE OF COMPLIANCE

The Contractor shall review Local Assistance Procedures Manual (LAPM) Exhibit 16-T1, Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications, and submit certificates of compliance (COCs) for all materials listed which are to be used in the construction of this project. The current version of this form is located at the following website: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

COCs shall be project specific (no generic forms accepted), approved before material is incorporated into the project, and include, at a minimum, the following information:

- Project Number, which is 50081 for this project;
- Statement that the material complies with the specifications;
- Certified material lot number matching lot tags affixed or stenciled to the released materials; and
- Signature of authorized manufacturer representative.

COCs shall be approved by the City prior to any progress payments being made to the Contractor for the material covered by the COC.

19.03 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section of these Special Provisions shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

APPENDIX A: Mitigation Measures

Memorandum

To:	David Mohlenbrok, City of Rocklin Hunter Young, City of Rocklin
From:	Claire Bromund Project Manager
Via:	Raul Cervantes, Mark Thomas
Date:	July 22, 2024
Re:	**Review of Placer Parkway Phase 1 Initial Study/Mitigated Negative Declaration for Construction of Whitney Ranch Parkway Widening in City of Rocklin**

Introduction

As identified in the Final Tier I Environmental Impact Report/Environmental Impact Statement (State Clearinghouse[SCH]#2003092069), prepared by South Placer Regional Transportation Authority and Caltrans, Placer Parkway would be a high-speed, limited access roadway connection between the State Route (SR) 65 corridor and the SR 70/99 corridor. Placer County, as the California Environmental Quality Act (CEQA) lead agency for the first phase of the project, prepared the Placer Parkway Phase 1 Improvements Initial Study/Mitigated Negative Declaration (IS/MND) (SCH#2015052032) and approved the Phase I project in 2015. Placer Parkway Phase I would extend freeway access at SR 65 with the construction a standard L-9 interchange at SR 65 and Whitney Ranch Parkway/Placer Parkway and an access-controlled extension of Placer Parkway to Foothills Boulevard North. Placer Parkway would terminate and become Whitney Ranch Parkway east of the southbound SR 65 exit ramp intersection, in the city of Rocklin.

Several commercial and residential projects in western Rocklin near Whitney Ranch Parkway and University Avenue are proposed to be constructed and open for business and occupation prior to the start of construction by Placer County of the Placer Parkway Phase I project. The City of Rocklin is proposing to authorize construction of the portion of the Placer Parkway Phase I project in its jurisdiction. The ultimate configuration in the city includes widening Whitney Ranch Parkway to six

lanes from Caltrans access control limits just east of SR 65 to University Avenue. In 2024, the City proposes to solicit construction bids for an interim condition, which would construct a deceleration lane along Whitney Ranch Parkway from east of the northbound SR 65 off-ramp intersection to a new driveway for Whitney Ranch Retail located on Whitney Ranch Parkway, and install traffic signals at the Whitney Ranch Parkway/University Avenue intersection.

This memorandum summarizes a review of the portions of the Placer Parkway Phase I project located in Rocklin, and the significant impacts and mitigation measures contained in the Placer Parkway Phase I IS/MND that are germane to the City of Rocklin's approval of project construction in its jurisdiction. Permits are not addressed in detail in this memorandum.

For the Placer Parkway Phase I project, the City of Rocklin is a responsible agency under CEQA, as defined by California Public Resources Code (CPRC). "Responsible agency" means a public agency, other than the lead agency, which has responsibility for carrying out or approving a project (13 CPRC §21069. As such, the City must consider the environmental effects of the project, as shown in the Placer Parkway Phase I IS/MND, prior to reaching a decision on the project, and is responsible for mitigating or avoiding the direct or indirect environmental effects of those parts of the project which it decides to carryout, finance, or approve (CEQA Guidelines §15096).

Environmental Impact Review

Table 1, below, lists the CEQA checklist issue areas for which significant impacts were identified for the Placer Parkway Phase 1 project in the IS/MND. The title of the mitigation measures adopted by Placer County to reduce each significant impact to less-than-significant levels are listed in the second column. A review of the project footprint, impact limits, and U.S. Army Corp of Engineers and U.S. Fish and Wildlife permit applications for the portions in the city of Rocklin was done to determine the applicability of the CEQA impact and mitigation measure. Whether the impact and mitigation is germane to the construction of the portion of the project in the jurisdiction of the City of Rocklin (the city limits), including the interim condition described previously, is noted in the third column. Where there are differences in the applicability of measures between the interim condition and full build out of Placer Parkway Phase I, those differences are noted. The full text of the applicable mitigation measures are included in the final section of this memorandum.

Table 1. Significant Impacts and Mitigation Measures In Placer Parkway Phase I IS/MND

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Aesthetics: Substantially degrade the existing visual character or quality of the site and its surroundings.	MM AES-1: Use Native Grass and Wildflower Species in Erosion Control Grassland Seed Mix MM AES-2: Replant Trees to Provide a Visual Buffer between the Proposed Placer Parkway and Rio Bravo Rocklin MM AES-3: Implement Measures to Comply with Tree Ordinance	**Not applicable.** Significant impact and mitigation are not in Rocklin project or city limits.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Air Quality: Violate any air quality standard or contribute substantially to an existing or projected air quality violation.	MM AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds	**Applicable.** Mitigation applies.
Air Quality: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	MM AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds	**Applicable.** Mitigation applies.
Biological Resources: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-5: Avoid and Minimize Potential Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-7: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Swainson's Hawk MM BIO-8: Compensate for Permanent Removal of Swainson's Hawk Foraging Habitat MM BIO-9: Conduct Preconstruction Surveys for Burrowing Owl and Establish No Activity Zones, if Necessary MM BIO-10: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-5 does not apply to the proposed Interim Condition because shrimp habitat in the vicinity of the interim design was removed during construction of the Whitney Ranch Parkway Interchange project, as authorized for that separate project by permits obtained in 2014, or will be concurrently removed during construction of the separately authorized Whitney Ranch Retail development project to the south. MM BIO-6 does not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools mapped within the overlapping impact limits of the Placer Parkway Phase I project and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Biological Resources: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-6 does not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools mapped within overlapping impact limits of the Placer Parkway Phase I and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project.
Biological Resources: Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat MM BIO-11: Compensate for Permanent Fill of Waters of the United States	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. MM BIO-6 and BIO-11 do not apply to the proposed Interim Condition because compensatory mitigation requirements for direct and indirect impacts on vernal pools and permanent fill of waters of the United States mapped within the overlapping impact limits of the Placer Parkway Phase I project and the Whitney Ranch Interchange project in Rocklin occurred during construction of the Whitney Ranch Parkway Interchange, as authorized for that separate project by permits obtained in 2014. Also, the Biological Opinion issued for Placer Parkway Phase I in 2016 took into account the Whitney Ranch Parkway Interchange Project. MM BIO-11 does not apply to construction of the remainder of Placer Parkway Phase I within the city limits of Rocklin as no additional permanent fill of waters of the United States would occur in those limits.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Biological Resources: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	MM BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources MM BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel MM BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats MM AES-3: Implement Measures to Comply with Tree Ordinance	**Not applicable.** No protected trees would be removed in the city of Rocklin.
Cultural Resources: Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.	MM CUL-1: Stop Work if Cultural Materials are Encountered During Ground-Disturbing Activities	**Applicable.** Mitigation applies.
Cultural Resources: Disturb any human remains, including those interred outside of formal cemeteries.	MM CUL-2: Stop Work if Human Remains are Encountered During Ground-Disturbing Activities	**Applicable.** Mitigation applies.
Geology and Soils: Result in substantial soil erosion or the loss of topsoil.	MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable.** Mitigation applies.
Geology and Soils: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	MM GEO-2: Monitor Excavation and Earthmoving Activities	**Applicable.** Mitigation applies.
Hazards and Hazardous Materials: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	MM HAZ-1: Test Yellow Pavement Striping and Include Provisions in Standard BMPs MM HAZ-2: Prepare and Implement Health and Safety Plan	**Applicable, with exceptions.** MM HAZ-1 does not apply to the interim condition because the roadway striping in its limits was installed or replaced in 2015/2016 during construction of the Whitney Ranch Parkway project or otherwise was installed after the end of use of lead chromate and toxic levels of other metals or chemicals.
Hazards and Hazardous Materials: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	MM HAZ-1: Test Yellow Pavement Striping and Include Provisions in Standard BMPs MM HAZ-2: Prepare and Implement Health and Safety Plan	**Applicable, with exceptions.** MM HAZ-1 does not apply to the interim condition because the roadway striping in its limits was installed or replaced in 2015/2016 during construction of the Whitney Ranch Parkway project or otherwise was installed after the end of use of lead chromate and toxic levels of other metals or chemicals.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Hydrology and Water Quality: Violate any water quality standards or waste discharge requirements.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation onsite or offsite.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.
Hydrology and Water Quality: Otherwise substantially degrade water quality.	MM BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits MM GEO-1: Implement Temporary Construction Site BMPs	**Applicable, with exceptions.** Certain permits mentioned in MM BIO-4 are not applicable to the Interim Condition, such as obtaining a 401 Water Quality Certification and a Lake and Streambed Alteration Agreement. Construction best management practices will be employed and followed, per the measure and applicable permit conditions, to minimize introduction of construction-related contaminants and sedimentation runoff. Primary impact potential is west of SR 65 however, impact potential is also in Rocklin.

Placer Parkway Phase I Significant Impact Issue Area	Placer Parkway Phase I Mitigation Measure (MM)	Applicability to Project in Rocklin
Noise: Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.	MM NOI-1: Employ Noise-Reducing Construction Practices during Construction MM NOI-2. Limit Construction within 350-feet of Residential Uses	**Applicable.** Mitigation applies.
Noise: Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	MM NOI-1: Employ Noise-Reducing Construction Practices during Construction MM NOI-2. Limit Construction within 350-feet of Residential Uses	**Applicable.** Mitigation applies.
Transportation/Traffic: Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.	MM TRA-1. Install Traffic Signals at Affected Intersections to Ensure Acceptable Traffic Operations	**Not applicable.** Significant impact and mitigation are not in Rocklin project or city limits.
Transportation/Traffic: Conflict with an applicable congestion management program, including, but not limited to, level-of-service standards and travel demand measures or other standards established by the county congestion management agency for designated roads or highways.	MM TRA-1. Install Traffic Signals at Affected Intersections to Ensure Acceptable Traffic Operations	**Not applicable.** Significant impact and mitigation not in Rocklin project or city limits.
Transportation/Traffic: Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	MM TRA-2: Prepare and Implement a Traffic Management Plan	**Applicable.** Mitigation applies.
Transportation/Traffic: Result in inadequate emergency access.	MM TRA-2: Prepare and Implement a Traffic Management Plan	**Applicable.** Mitigation applies.

Full Text of Applicable Mitigation Measures

Mitigation Measure AQ-1: Reduce Construction Emissions to Below PCAPCD NOX Thresholds

The following measures, or others that are necessary to achieve the construction NOX target of 82 lbs/day, will be implemented to ensure construction-related emissions do not exceed PCAPCD's NOX threshold:

- Require the usage of EPA rated Tier 4 interim or higher rated construction equipment. In general, replacing Tier 2 Equipment with Tier 4 interim rated equipment will reduce NOX emissions by 68% (94%, if using Tier 4 final rated equipment) (South Coast Air Quality Management District 2010).
- Require the usage of equipment that is retrofitted with Diesel Oxidation Catalysts or Selective Catalytic Reduction technology. In general, equipment that is retrofitted with this technology emits 40% less NOX than conventional equipment.
- Work with the PCAPCD to purchase NOX credits to offset remaining NOX construction emissions exceeding PCAPCD thresholds.

Mitigation Measure BIO-1: Install Fencing and/or Flagging to Protect Sensitive Biological Resources

Prior to construction, the County's contractor will install high-visibility orange construction fencing and/or flagging, as appropriate, along the perimeter of the work area adjacent to Environmentally Sensitive Areas. Where specific buffer distances are required for sensitive biological resources (e.g., wetlands, sensitive species habitats, active bird nests, protected trees), buffer distances will be specified under the corresponding measures below. The County will ensure that the final construction plans show the locations where fencing will be installed. The plans will also define the fencing installation procedure. The County or contractor (at the discretion of the County) will ensure that the fencing is maintained throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing is repaired or replaced. The project's special provisions package will provide clear language regarding acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs. A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure BIO-2: Conduct Mandatory Environmental Awareness Training for Construction Personnel

Before any work occurs in the project area, including grading, the County will retain a qualified biologist (familiar with the resources to be protected) to conduct a mandatory contractor/worker environmental awareness training for construction personnel. The awareness training will be provided to all construction personnel (contractors and subcontractors) to brief them on the need to avoid effects on sensitive biological resources (e.g., wetlands, sensitive species, nesting birds, protected trees) adjacent to construction areas and the penalties for not complying with applicable state and federal laws and permit requirements. The biologist will inform all construction personnel

about the life history and habitat requirements of sensitive species with potential for occurrence onsite, the importance of maintaining habitat, and the terms and conditions of the biological opinion "BO) or other authorizing document. Proof of this instruction will be submitted to the County, and other overseeing agencies (e.g., USFWS), as appropriate.

The environmental training also will cover general restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during project construction. The crew foreman will be responsible for ensuring that crew members adhere to these guidelines and restrictions, and that new personnel review the environmental training prior to starting work onsite. General restrictions and guidelines that must be followed by construction personnel are listed below.

- Project-related vehicles will observe the posted speed limit on hard-surfaced roads and a 10 mile-per-hour speed limit on unpaved roads or access areas during travel on the project site.
- Project-related vehicles and construction equipment will restrict offroad travel to the designated construction area.
- Vegetation clearing and construction operations will be limited to the minimum necessary in areas of temporary access work areas and staging.
- All food-related trash will be disposed of in closed containers and removed from the project site at least once a week during the construction period. Construction personnel will not feed or otherwise attract wildlife to the project site.
- No pets or firearms will be allowed on the project site.
- To prevent possible resource damage from hazardous materials such as motor oil or gasoline, construction personnel will not service vehicles or construction equipment outside designated staging areas.

The training will also include identifying the BMPs written into construction specifications for avoiding and minimizing the introduction and spread of invasive plants, and the rationale behind their implementation during project construction. A note specifying this information will be included on the project Improvement Plans

Mitigation Measure BIO-3: Retain a Biologist to Conduct Periodic Monitoring during Construction in Sensitive Habitats

The County will retain a qualified biologist to conduct weekly site visits during any ground-disturbing activities that occur within or adjacent to ESAs (e.g., wetlands, sensitive species habitat, active bird nests, protected trees). The purpose of the site visits is to ensure that measures identified in this report are properly implemented to avoid and minimize effects on sensitive biological resources and to ensure the project complies with all applicable permit requirements and agency conditions of approval. The biologist will ensure that fencing around ESAs remains in place during construction and that no construction personnel, equipment, or runoff/sediment from the construction area enters ESAs.

Mitigation Measure BIO-4: Protect Water Quality and Minimize Sedimentation Runoff in Wetlands and Other Waters outside the Project Limits

The County and its construction contractor will comply with all construction site BMPs specified in the Storm Water Pollution Prevention Plan (SWPPP) and any other permit conditions to minimize introduction of construction-related contaminants and sedimentation runoff. Broadly, these BMPs will address soil stabilization, sediment control, wind erosion control, vehicle tracking control, non-storm water management, and waste management practices. The BMPs will be based on the best conventional and best available technology.

The proposed project is subject to stormwater quality regulations established under the National Pollutant Discharge Elimination System (NPDES), described in Clean Water Act (CWA) Section 402. In California, the NPDES program requires that any construction activity disturbing 1 or more acres comply with the statewide General Permit, as authorized by the State Water Resources Control Board. The General Permit requires elimination or minimization of nonstormwater discharges from construction sites and the development and implementation of a SWPPP for the site. Below are the primary elements of the SWPPP.

- Description of site characteristics—including runoff and overland characteristics and soil erosion hazard—and construction procedures.
- Guidelines for proper application of erosion and sediment control BMPs.
- Description of measures to prevent and control toxic materials spills.
- Description of construction site housekeeping practices.

In addition to these primary elements, the SWPPP also specifies that the extent of soil and vegetative disturbance would be minimized by control fencing or other means and that the extent of soil disturbed at any given time would be minimized. The SWPPP must be retained at the construction site.

The BMPs will be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable and are subject to review and approval by the County. The County will perform routine inspections of the construction area to verify the BMPs are properly implemented and maintained. The County will notify contractors immediately if there is a noncompliance issue and will require compliance.

The BMPs will include, but are not limited to, the following.

- All earthwork in and around wetlands or other waters will occur in the dry season. Earthwork will not occur from the first day of the first significant rain (1 inch or greater) until June 1, or until wetlands remain dry for 72 hours and no significant rain is forecast on the day of such ground disturbance.
- Equipment used in and around drainages and wetlands will be in good working order and free of dripping or leaking engine fluids. All vehicle maintenance will be performed at least 300 feet from all streams. Any necessary equipment washing will be carried out where the water cannot flow into drainages or wetlands.

- The contractor will be required to develop a hazardous material spill prevention control and countermeasure plan before construction begins. The plan will include strict onsite handling rules to keep construction and maintenance materials from entering wetlands and other waters, including procedures related to refueling, operating, storing and staging construction equipment and preventing and responding to spills. The plan will also identify the parties responsible for monitoring the spill response. During construction, any spills will be cleaned up immediately according to the spill prevention and countermeasure plan. The County will review and approve the contractors' hazardous material spill prevention control and countermeasure plan before allowing construction to begin.
- The following types of materials will not be rinsed or washed into the streets, shoulder areas, or gutters: concrete; solvents and adhesives; thinners; paints; fuels; sawdust; dirt; gasoline; asphalt and concrete saw slurry; heavily chlorinated water.
- Any surplus concrete rubble, asphalt, or other rubble from construction will be taken to a local landfill.
- An erosion and sediment control plan will be prepared and implemented for the project. It will include the following provisions and protocols. The SWPPP for the project will detail the applications and type of measures and the allowable exposure of unprotected soils.
    - Make discharge from dewatering operations, if needed, and runoff from disturbed areas conform to the water quality requirements of the waste discharge permit issued by the Central Valley Regional Water Quality Control Board.
    - Apply temporary erosion control measures, such as sandbagged silt fences, throughout construction of the proposed project and remove after the working area is stabilized or as directed by the engineer. Soil exposure will be minimized through use of temporary BMPs, groundcover, and stabilization measures. Exposed dust-producing surfaces will be sprinkled daily, if necessary, until wet. Sprinkling will be controlled to avoid producing runoff. Paved roads will be swept daily following construction activities.
    - Conduct periodic maintenance of erosion and sediment control measures.
    - Plant an appropriate seed mix of native or naturalized species on disturbed areas upon completion of construction.
    - Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for 10 days or more) that could contribute sediment to waterways.
    - Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways. Material stockpiles will be located in non-traffic areas only. Side slopes will not be steeper than 2:1. All stockpile areas will be surrounded by a filter fabric fence and interceptor dike.
    - Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
    - Use other temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and

temporary re-vegetation or other ground cover) to control erosion from disturbed areas as necessary.

- Avoid earth or organic material from being deposited or placed where it may be directly carried into nearby wetlands or other waters.

The County will also obtain a 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board, and a Lake and Streambed Alteration Agreement from the CDFW, both of which may contain additional BMPs and water quality measures to ensure the protection of water quality.

Mitigation Measure BIO-5: Avoid and Minimize Potential Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat
(*applicable to remaining Placer Parkway Phase I buildout, not construction of the Interim Condition*)

The following avoidance and minimization measures will be implemented prior to and during construction to protect vernal pool fairy shrimp habitat outside the project footprint.

- Ground disturbance within 250 feet of suitable vernal pool fairy shrimp habitat (i.e., vernal pools and wetland swales) will be avoided from the first day of the first significant rain (1 inch or greater) until June 1, or until suitable wetlands remain dry for 72 hours and no significant rain is forecast on the day of such ground disturbance.
- Consistent with Mitigation Measure BIO-1, a qualified biologist will guide the installation of exclusion fencing prior to the start of ground disturbing activities (including staging and grading). The exclusion fencing will be installed along the edge of the construction limits and in a manner that minimizes disturbance of adjacent wetlands. The exclusion fencing will consist of orange construction barrier and erosion control fencing or combination fencing and will be installed by the construction contractor.
- No herbicide will be applied within 100 feet of aquatic habitat, except when applied to cut stumps or frilled stems or injected into stems. No broadcast applications will be applied.

Mitigation Measure BIO-6: Compensate for Direct and Indirect Impacts on Vernal Pool Fairy Shrimp and Vernal Pool Tadpole Shrimp Habitat
(*applicable to remaining Placer Parkway Phase I buildout, not construction of the Interim Condition*)

The County will compensate for the permanent loss of up to 1.40 acres and temporary loss of up to 0.94 acre of suitable habitat (vernal pools and vernal swales) for vernal pool fairy shrimp. Consistent with the County's current working draft of the PCCP, direct impacts on vernal pool fairy shrimp habitat will be mitigated at a minimum 2.25:1 ratio (1 acre preserved and 1.25 acre restored for every 1 acre affected). The exact acreage and location of compensatory mitigation will be based on final revisions to the project design and consultation with USFWS. Compensatory mitigation can be accomplished through one or a combination of the following three options.

- Purchase the appropriate number and type of habitat credits at a USFWS-approved mitigation bank or conservation area.

- Establish a conservation easement on a parcel(s) containing a sufficient amount of existing and restored vernal pool fairy shrimp habitat (based on minimum 2.25:1 ratio) and adaptively mange the mitigation lands consistent with the most current information on vernal pool fairy shrimp habitat requirements.
- Mitigate for vernal pool fairy shrimp habitat through an approved habitat conservation plan (i.e., PCCP) if the plan is finalized prior to the start of construction.

Mitigation Measure BIO-7: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Swainson's Hawk

The County will remove vegetation (including trees, shrubs, and grasses) during the non-breeding season for Swainson's hawk (generally from September 16 to February 28), to the extent feasible.

If it is not feasible to remove all vegetation during the non-breeding season, then the County will retain a qualified wildlife biologist with knowledge of Swainson's hawk to conduct nesting surveys before the start of construction. Surveys will be conducted during the nesting season (March 1 through September 15) in accordance with the Swainson's Hawk Technical Advisory Committee's methodology (May 31, 2000) within the methodology's Survey Periods I, II, and III (March 1 through April 20) or according to updated methodologies as issued by CDFW. If construction will commence after March 1 but prior to April 5, then a minimum of two surveys will be conducted prior to the start of construction to determine whether Swainson's hawk are nesting within the survey area. For phased construction, surveys will continue throughout the remainder of the survey period to cover areas not under active construction. If surveys conclude that Swainson's hawk nests occur, and are occupied, the County will implement the following minimization measures.

- To prevent nest abandonment, the County will establish a minimum 1,000-foot no-disturbance buffer between the occupied nest and construction activities that occur during the nesting season (March 1 through September 15). The buffer distance may be reduced based on site-specific conditions or the nature of the construction activity (e.g., level of existing disturbance, location of the nest, status of nest and eggs/nestlings, and type and level of construction activity). The reduced buffer distance will be determined by a qualified biologist (with knowledge of the species) in coordination with CDFW.
- If the Swainson's hawk young fledge prior to September 15, project activities can proceed normally after a qualified biologist determines that the young are capable of independent survival (i.e., not being fed by parents).
- Nest trees will not be removed, if feasible. If a nest tree (any tree that has an active nest during the year the impact is to occur) must be removed, tree removal will be between September 16 and February 28.

Mitigation Measure BIO-8: Compensate for Permanent Removal of Swainson's Hawk Foraging Habitat

The County will compensate for the permanent removal of suitable foraging habitat for Swainson's hawks by providing offsite habitat management lands as described in CDFW's Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California (California Department of Fish and Game "994). The final acreage of offsite management lands to be provided

will depend on the distance between the project area and the nearest active nest site. The mitigation ratio varies from 0.5:1 to 1:1(dependent on the location of the closest known nest site) of habitat preserved for each acre lost. In lieu of acquiring offsite mitigation lands, the County may purchase mitigation credits for Swainson's hawk foraging habitat from a suitable mitigation or conservation bank that sells upland habitat credits with habitat function equal or similar to lands that are permanently affected by the project. To determine the appropriate mitigation ratio, information on the nearest nest will be collected during preconstruction Swainson's hawk surveys conducted under Mitigation Measure BIO-7. If no active nests are found during this survey, a search of the CNDDB will be conducted, and CDFW will be contacted to determine the nearest active nest (active within the previous 5 years).

In the event that the PCCP is in place prior to project construction, this compensation requirement will be considered met if the applicant pays mitigation fees for valley grassland habitat through the PCCP.

Mitigation Measure BIO-9: Conduct Preconstruction Surveys for Burrowing Owl and Establish No Activity Zones, if Necessary

A qualified biologist will conduct preconstruction take avoidance surveys for burrowing owl no less than 14 days prior to and within 24 hours of initiating ground-disturbing activities. The survey area will encompass the designated work area (including staging areas) and a 500-foot buffer around this area.

To the maximum extent feasible (i.e., where the construction footprint can be modified), construction activities within 500 feet of active burrowing owl burrows will be avoided during the nesting season (February 1 to August 31).

If an active burrow is identified near a proposed work area and work cannot be conducted outside of the nesting season (February 1 to August 31), a no-activity zone will be established by a qualified biologist and in coordination with CDFW. The no-activity zone will be large enough to avoid nest abandonment and will extend a minimum of 250 feet around the burrow.

If burrowing owls are present at the site during the non-breeding season (September 1 through January 31), a qualified biologist will establish a no-activity zone that extends a minimum of 150 feet around the burrow.

If the designated no-activity zone for either breeding or non-breeding burrowing owls cannot be established, a wildlife biologist experienced in burrowing owl behavior will evaluate site-specific conditions and, in coordination with CDFW, recommend a smaller buffer (if possible) that still minimizes the potential to disturb the owls (and is deemed to still allow reproductive success during the breeding season). The site-specific buffer will consider the type and extent of the proposed activity occurring near the occupied burrow, the duration and timing of the activity, the sensitivity and habituation of the owls, and the dissimilarity of the proposed activity to background activities.

If burrowing owls are present within the direct disturbance area and cannot be avoided during non-breeding season (generally September 1 through January 31), passive relocation techniques (e.g., installing one-way doors at burrow entrances) shall be used instead of trapping. Passive relocation may also be used during the breeding season (February 1 through August 30) if a qualified biologist,

coordinating with CDFW, determines through site surveillance and/or scoping that the burrow is not occupied by burrowing owl adults, young, or eggs. The one-way doors shall be left in place for a minimum of 1 week and monitored daily to insure that the owls have left the burrow. Excavation of the burrow shall be conducted using hand tools and a section of flexible plastic pipe (at least 3 inches in diameter) shall be inserted into the burrow tunnel to maintain an escape route for any animals that may be inside the burrow.

Destruction of unoccupied burrows outside the work area will be avoided and visible markers will be placed near burrows to ensure they are not collapsed.

A qualified biologist will conduct ongoing surveillance of the project parcels for burrowing owls during project activities. If additional owls are observed using burrows within 500 feet of construction, a qualified biologist will determine if the owl(s) would be affected by future construction and if additional exclusion zones are required.

Mitigation Measure BIO-10: Conduct Vegetation Removal during the Non-Breeding Season and Conduct Preconstruction Surveys for Nesting Migratory Birds and Raptors

The County will remove vegetation during the non-breeding season for migratory birds and raptors (generally from September 1 to January 31), to the extent feasible.

If it is not feasible to remove vegetation during the non-breeding season, then the County will retain a qualified wildlife biologist with knowledge of the relevant species to conduct nesting surveys before the start of construction. The nesting surveys will be conducted in conjunction with Swainson's hawk and burrowing owl surveys conducted for Mitigation Measures BIO-6 and BIO-8 and will include a minimum of two separate surveys to look for active migratory bird and raptor nests. Surveys will include a search of all trees and shrubs, wetland, and grassland vegetation that provide suitable nesting habitat in the construction area. In addition, a 500-foot area around the project area will be surveyed for nesting raptors. Surveys should occur during the height of the breeding season (March 1 to June 1) with one survey occurring within 30 days prior to construction and the second survey occurring within 1 week after of the start of construction. If no active nests are detected during these surveys, no additional measures are required.

If an active nest is found in the survey area, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until the end of the breeding season (August 31) or until after a qualified wildlife biologist determines that the young have fledged and moved out of the project area (this date varies by species). The extent of these buffers will be determined by the biologist in coordination with USFWS and CDFW and will depend on the level of construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Suitable buffer distances may vary between species.

Mitigation Measure CUL-1: Stop Work if Cultural Materials are Encountered During Ground-Disturbing Activities

If previously-unidentified cultural materials are encountered or unearthed during construction, consistent with Caltrans and County policies to avoid cultural resources, work in that area will halt until a qualified archaeologist can evaluate the nature and significance of the find and identify an

appropriate course of treatment, in consultation with Caltrans and the State Historic Preservation Office, as appropriate. Treatment could include data recovery, analysis, and curation. A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure CUL-2: Stop Work if Human Remains are Encountered During Ground-Disturbing Activities

In the event that human remains are discovered, the Placer County coroner will be notified immediately. If the coroner determines the remains to be Native American in origin, the coroner will be responsible for notifying the NAHC, which will appoint a "most likely descendent" "MLD) (Public Resources Code "PRC] Section 5097.99). The archaeological consultant, project applicant, Placer County, and MLD will make all reasonable efforts to develop an agreement for the dignified treatment of human remains and associated or unassociated funerary objects (State CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. The MLD will have 24 hours after notification by the NAHC to make their recommendation (PRC Section 5097.98). If the MLD does not agree to the reburial method, the project shall follow PRC Section 5097.98(b), which states, "The landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance." A note specifying this information will be included on the project Improvement Plans.

Mitigation Measure GEO-1: Implement Temporary Construction Site BMPs

The County will implement the temporary construction site BMPs identified in the project's Storm Water Data Report (California Department of Transportation 2"14b). Whenever possible, earth-disturbing construction activities should not be scheduled during anticipated rain events. Construction site BMPs should be installed prior to the start of construction or as early as feasibly possible during construction. Drainage Shed Areas will be protected in accordance with the Project's pollution control measures. The construction site BMP strategy for this project will consist of implementing the following measures.

- Soil stabilization measures including move-in/move-out (erosion control), temporary hydraulic mulch, temporary cover and temporary fence (type ESA).
- Sediment control measures including temporary fiber rolls, temporary silt fence, and temporary drainage inlet protection.
- Tracking control including stabilized construction entrances/exits and street sweeping.
- Non-stormwater management measures including concrete washout bins.
- General construction site management including training employees and subcontractors. Training shall address the proper selection, deployment, and repair of construction site BMPs used within project limits.

The design of all construction BMPs will comply with the design requirements found in the Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide and Construction Site Best Management Practices Manual.

Mitigation Measure GEO-2: Monitor Excavation and Earthmoving Activities

Excavation and earthmoving in native soil and sediment in the project area will be monitored by a qualified professional under the supervision of a California licensed Professional Geologist. Moving of imported fill material does not require monitoring.

If paleontological resources are discovered during construction activities, specific steps to evaluate and salvage fossil specimens, document their scientific value, and store specimens in a recognized repository institution, as appropriate, will be taken. The detailed approach to implementation of this mitigation is provided in Chapter 8 of the PER/PPMP (California Department of Transportation 2"14a).

Mitigation Measure HAZ-2: Prepare and Implement Health and Safety Plan

Consistent with the mitigation commitment in the Placer Parkway Corridor Preservation Tier 1 EIS/EIR, a Health and Safety Plan will be prepared by the contractor prior to construction. This plan will describe appropriate procedures to follow in the event that any contaminated soil or groundwater is encountered during construction activities. Any unknown substances should be tested, handled, and disposed of in accordance with appropriate federal, state, and local regulations.

Mitigation Measure NOI-1: Employ Noise-Reducing Construction Practices during Construction

During construction, project proponents will employ best practices to reduce construction noise at noise-sensitive land uses. Implementation of this measure will ensure that construction noise levels, as applicable, do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.) for construction activities 350-feet or further from residential land uses.

Measures used to limit construction noise include the following:

- Locating stationary equipment (e.g., generators, compressors, rock crushers, cement mixers, idling trucks) as far as possible from noise-sensitive land uses.
- Prohibiting gasoline or diesel engines from having unmuffled exhaust.
- Requiring that all construction equipment powered by gasoline or diesel engines have sound-control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation.
- Preventing excessive noise by shutting down idle vehicles or equipment.
- Using noise-reducing enclosures around noise-generating equipment.
- Selecting haul routes that affect the fewest number of people.

Constructing barriers to block sound transmission to noise-sensitive land uses. The barriers shall be designed to obstruct the line of sight between the noise-sensitive land use and on-site construction equipment.

Mitigation Measure NOI-2. Limit Construction within 350-feet of Residential Uses

In addition to the measures included in NOI-1, construction activities within 350 feet of residential uses will be limited to the hours between 7:00 am and 10:00 pm in order to ensure that construction noise levels do not exceed 45 dBA (interior one-hour Leq) during nighttime hours (10:00 p.m. to 7:00 a.m.).

Mitigation Measure TRA-2: Prepare and Implement a Traffic Management Plan

The County will develop or require its contractors to develop a traffic management plan (TMP) that will be implemented throughout project construction. The TMP will:

- Contain a plan for communicating with emergency service providers, and an access and circulation plan for use by emergency vehicles when lane closures or detours are in effect.
- Specify that the contractor will provide advance notice of lane or road closures to local fire and police departments to ensure that emergency routes are designated to maintain response times.
- Provide specific standards to be followed for traffic control signage and implementation to minimize hazards for vehicles travelling through the project area during construction.
- Contain a plan for communicating to the public the locations and routes of detours.
- Require that access to driveways and private roads be maintained at all times.

The provisions of the traffic management plan will be incorporated into the terms and specifications of the contracts for construction of the proposed project and will be implemented during the entire construction period.

RESOLUTION NO. 2024-096

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A DESIGN REVIEW

(Whitney Ranch Retail / DR2023-0001)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. Design Review (DR2023-0001) approves the site design, landscaping, architectural designs, colors and materials for the Whitney Ranch Retail project; a commercial center with ten (10) commercial buildings totaling approximately 94,500 square feet. The center would be anchored by a grocery store (Nugget Market), and would also include a combination of retail shops, restaurants, drive-thru uses, and a gas station, as well as associated parking, landscaping, drive aisles, signage, and frontage and roadway improvements (on and off site).

The Design Review also authorizes deviations from the standard freeway signage provisions of the Rocklin Municipal Code (RMC) and approves an approximately 70- foot-tall freeway pylon sign in a location approximately 700 feet away from the shopping center. This deviation is found to be justified due to the size of the shopping center, and the physical constraints of the Whitney Ranch Parkway freeway overcrossing, the location of wetlands directly south of the shopping center, and the anticipated finish grade of the shopping center that would render a 30-foot sign in a location as allowed by the RMC, ineffective.

B. The Whitney Ranch Retail Project Addendum to the Northwest Rocklin (Sunset Ranchos) Annexation Environmental Impact Report (EIR), prepared pursuant to Section 15164 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, verified that the project will have no impacts beyond those identified in the EIR and First Addendum and therefore has been approved via Resolution No. 2024-094.

C. The design of the site is compatible with the adjacent area, surrounding development, natural features, constraints, and traffic flow. The architectural design, colors and materials, and landscaping of the proposed project is consistent with approved and anticipated projects on surrounding properties. The architectural design of the site will have no impact to natural features within the area or traffic flow upon completion of all on- and off-site improvements shown in Exhibits A and B.

D. The height, bulk, area, color scheme and materials of the buildings and structures are compatible with surrounding development. A Conditional Use Permit (CUP) has been approved via Resolution No. 2024-095 to allow three (3) of the 10 buildings to be constructed at a height exceeding 30 feet. Colors and materials have been selected to be compatible with the neighboring project, and to be consistent with

the Citywide Design Guidelines and the University Architectural District. The project was recommended for approval by the Architectural Review Committee (ARC) on March 17, 2023.

E. The buildings and structures have been oriented with consideration given to minimizing energy consumption and maximizing use of natural lighting. The project design incorporates sustainable features consistent with the California Green Building Standards Code ("CALGreen"). The project provides electric vehicle charging spaces consistent with CALGreen. The position of some of the buildings in a north-south orientation maximizes passive solar access and natural lighting. The project shall be consistent with all California Building Code requirements. The project is consistent with the style, type, and orientation of lighting with nearby developments, as well as with the requirements of the Citywide Design Guidelines.

F. Parking is consistent with requirements set forth in Section 17.66.020 of the Rocklin Municipal Code (RMC) which requires the project to provide for a total of 473 parking spaces, with 644 spaces being proposed. Ingress/egress patterns have been analyzed by the City's Engineering staff and have been determined to be consistent with City standards.

G. The landscaping design is compatible with surrounding developments and has been designed with provisions for minimizing water usage and maintenance needs. The landscaping is also consistent with the requirements of the Citywide Design Guidelines. The project will install landscape improvements throughout the project and along the University Avenue and Whitney Ranch Parkway frontages. The landscape concept is water-efficient, low maintenance, and will complement the buildings and make a positive contribution to the site's overall aesthetics. Low-profile shrubs, including screening shrubs, are planned along with shade and canopy trees. The planting design features various drought-tolerant, and fire-resistant species to create layers of color and texture to complement the architectural style and setting. HVAC units will be roof-mounted and screened from sight to create more areas for landscaping.

H. The design of the site and buildings or structures is consistent with the goals and policies of the General Plan, as well as the Retail Commercial (RC) and Business Professional (BP) land use designations, the Planned Development Commercial (PD-C) and Planned Development Business Professional/Commercial (PD- BP/C) zoning within the Northwest Rocklin General Development Plan, and all other City regulations, standards, and restrictions. The buildings are consistent with the Citywide Design Guidelines and have been designed to be consistent with all development standards of the University Architectural District.

I. The Planning Commission of the City of Rocklin recommended the Design Review for approval on April 2, 2024 with a vote of 4-0 (one member absent).

Section 2. The Design Review for the Whitney Ranch Retail project (DR2023-0001) as depicted in Exhibits A, B, C, and D, attached hereto and by this reference incorporated herein, is hereby approved subject to the conditions listed below. The approved Exhibits A, B, C, and D shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A, B, C, and D shall be controlling and shall modify the exhibits. All other plans, specifications, details, and information contained within Exhibit A, B, C, and D shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection or Issuance of a Certificate of Occupancy as applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Utilities

a. All utilities, including but not limited to Internet, water, sewer, telephone, gas, electricity, and conduit for cable television shall be provided to the project in compliance with all-applicable standards and requirements of the applicable provider. (APPLICABLE UTILITY)

b. Solid Waste Disposal – The applicant shall install masonry trash enclosures with solid metal gates to the satisfaction of the Community Development Director. The location and design of trash enclosures shall provide for a minimum clear width and gate opening of 11 feet, a minimum interior depth of 14 feet (to accommodate two trash bins), and gates designed to clear adjacent curbing to the satisfaction of Recology Auburn Placer. (RECOLOGY AUBURN PLACER, ENGINEERING, BUILDING, PLANNING)

c. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate water services, to the satisfaction of Placer County Water Agency ("PCWA"). (PCWA)

d. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate sewer services, to the satisfaction of South Placer Municipal Utility District ("SPMUD"). (SPMUD)

e. Prior to issuance of the first Building Permit, the project shall be included in the appropriate City financing districts, as needed, to provide fire protection and suppression services, ambulance and paramedic services, and the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting, to the satisfaction of the City Finance Officer. It is anticipated that the project will be required to annex into CFD #1 and CFD#5 for the development of APNs 017-087-001 and - 002; no de-annexation is required. (FINANCE, ENGINEERING, PUBLIC WORKS)

2. Schools

At the time of issuance of a Building Permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995. (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING)

3. Fire

a. A reciprocal access, parking, emergency access and utility easement, or its legal equivalent, in a form acceptable to the City Attorney, shall be recorded over and between each of the parcels in the subject project unless it has already been completed with the recording of the parcel map.

b. Improvement plans shall reflect a 12" looped water supply main with two points of connection to the public water supply, shown in University Avenue and Road A, to the satisfaction of the Fire Chief and PCWA.

c. The project shall comply with all applicable Fire Code requirements to the satisfaction of the Rocklin Fire Chief.

d. Paved fire apparatus access roads and water for fire-fighting is required at the commencement of combustible storage on the site. Vehicle access shall be provided to within 150 feet of all portions of the combustible storage or construction area(s). A minimum fire flow of 500 gallons per minute (gpm) shall be provided when combustible materials are delivered to the site. The fire hydrant providing the fire flow shall be within 500 feet of the combustible storage/construction area(s) as measured along an

approved fire apparatus access road. If there is combustible storage/construction in multiple areas on the site, multiple fire hydrants which comply with the above conditions are required.

e. New fire hydrants are required to be installed along the frontage of University Avenue and Whitney Ranch Parkway to the satisfaction of the Fire Chief. The fire hydrant required on Whitney Ranch Parkway at the entrance to the project shall be installed with the initial development of the project.

f. A Knox box shall be provided on the front of each building and at each Fire Control Room.

g. A Site Safety Plan which complies with the current California Fire Code is required to be approved by Rocklin Fire Department prior to permit issuance of the first building permit.

h. Prior to final occupancy, the applicant shall provide a third-party assessment, by an approved provider, of the radio coverage for emergency responders, and if necessary, take all steps needed to comply to the current California Fire Code section for "Emergency Responder Radio Coverage" and the Rocklin Fire Department "Emergency Responder Radio Coverage Systems" guidelines.

i. If the project is to be phased, a phasing plan with a detailed exhibit showing how emergency access and access to fire hydrants will be maintained throughout all phases, will be required to the satisfaction of the Fire Chief, prior to issuance of the first building permit.

4. Improvements / Improvement Plans

Prior to any grading, site improvements, or other construction activities associated with this project improvement plans shall be prepared consistent with the exhibits and conditions incorporated as a part of this entitlement, and in compliance with all applicable city standards, for the review and approval of the City Engineer, Public Works Director and/or the Community Development Director.

Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.

The project improvement plans shall include the following:
(ENGINEERING, PUBLIC WORKS, PLANNING)

a. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s) and in accord with the City of Rocklin Post-Construction Manual. The grading and drainage plan shall include the following:

1) Stormwater Management

a. Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement an approved Stormwater Control Plan and Stormwater Operation and Maintenance Plan in accordance with the City of Rocklin Post-Construction Manual for the on-site treatment systems and hydromodification controls (if any, or acceptable alternative) to the satisfaction of the City Engineer and Public Services Department. All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC SERVICES)

b. Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement a Stormwater Management Facility Operation and Maintenance Plan for the on-site treatment systems and hydromodification controls (if any, or acceptable alternative to the satisfaction of the City Engineer and Environmental Services Manager). All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC SERVICES)

c. Prior to issuance of improvement plans (or building permit if no improvement plans), unless waived by the City Engineer and Environmental Services Manager, the developer shall grant a Stormwater Management Compliance Easement over the project site to the City of Rocklin, in a form acceptable to the City Attorney. The Stormwater Management Compliance Easement shall be recorded with the Placer County Clerk's office and a copy of the recorded document shall be provided to the Environmental Services division. Said easement shall provide for the following: (CITY ATTORNEY, BUILDING, PUBLIC SERVICES)

i. Grant site access to City employees for the purpose of performing operations and maintenance inspections of the installed treatment system(s) and hydromodification control(s) (if any).

ii. Grant site access to City employees for the purpose of performing operations and maintenance work on the installed treatment system(s) and hydromodification control(s) (if any) in the event that that the Director of Public Services determines, based upon the inspection results, that said work is not being performed adequately and has or will compromise the system's ability to function as required.

iii. A statement that the City may, at its option, cause the operational and maintenance responsibilities set forth in the Stormwater Management Facility Operation and Maintenance Plan to be performed and place a special assessment against the project site to recover the costs to the City in the event the project is not operated and maintained in accord with the approved Stormwater Management Facility Operation and Maintenance Plan. (RMC §8.30.150).

d. Project drainage and stormwater treatment shall be provided consistent with the Northwest Rocklin Master Drainage Plan. Project drainage shall be collected and treated prior to discharge.

e. All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.

f. Site design measures for detaining run off at pre- development levels, including location and specifications of oversized pipes, on-site or off-site detention basins, if any, or other acceptable methods.

g. Drainage management areas including drainage features, such as lined drainage swales.

h. The developer shall prepare a Storm Water Pollutant Protection Plan ("SWPPP") for review and approval by the

State Regional Water Quality Control Board as part of the project's drainage improvement plans.

2) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.

b. All on-site standard improvements, including but not limited to:

1) All access and grading improvements as shown on Exhibit A. (PLANNING, ENGINEERING)

2) Paving, curbs (including concrete curbs to contain all landscape areas adjacent to vehicle parking areas or travel lanes), gutters, sidewalks, drainage improvements, irrigation improvements (main lines and distribution where located under paved areas), utility improvements, parking lot lights, fire hydrants, retaining walls, fences, pilasters, enhanced pavement treatments, trash enclosures, etc. (PLANNING, ENGINEERING)

3) All necessary easements for drainage, access, utilities, etc. shall be shown and offered for dedication (or Irrevocable Offer of Dedication provided) with the improvement plans including but not limited to City access to the open space parcel to the south of the project site. (PLANNING, ENGINEERING)

4) To the extent possible underground facilities such as but not limited to electrical, gas, water, drainage, and irrigation lines shall be located outside of or to the edge of areas designated for landscaping so as to minimize impacts to the viability of these areas. (PLANNING, ENGINEERING)

c. A detailed parking lot signage and striping plan designed per City standards that indicates all parking spaces, aisles, entrances, exits, and fire access lanes, including on-site signage such as stop signs at project

driveways and any required off-site signage in the public right-of-way. (PLANNING, ENGINEERING)

d. The following off-site roadway improvements:

If not already completed as part of a previous County/City project, improvement plans shall incorporate street and frontage improvements, consistent with City standards, and to the satisfaction of the City Engineer and the Community Development Director. Said improvements shall be as identified by the Transportation Impact Analysis for Placer Creek Retail Center, dated December 20, 2022, and in the Whitney Ranch Retail Project Transportation Study Addendum, dated March 7, 2024, and are as generally shown in Exhibits A and B, as follows to the satisfaction of the City Engineer:

1) Widen the southern half of Whitney Ranch Parkway to its ultimate three-lane eastbound configuration with Hot Mix Asphalt (HMA) pavement widening, curb, gutter, sidewalk, ADA curb ramp, storm drain, utility connections, street lighting, and interim striping and pavement markings. Work to be completed concurrently with the development of the shopping center. Note: Center medians and additional west bound lanes to be constructed as part of separate projects at a later date.

2) Install a traffic signal, consistent with the ultimate lane configuration, at the intersection of University Avenue and Whitney Ranch Parkway. Signal to be fully operational prior to issuance of the first Certificate of Occupancy for any building in the shopping center.

3) Widen University Avenue to install deceleration lanes at project driveways, dual left turn lanes at the northbound approach Whitney Ranch Parkway, and other necessary improvements.

4) Construct "Road A".

5) Install a traffic signal at the intersection of University Avenue and "Road A".

e. Improvement plans shall include landscape and irrigation plans for new and replacement landscaping and irrigation in the public right-of-way (back of sidewalk and/or curb and the medians) along / in "Road A", University Avenue, and Whitney Ranch Parkway.
(ENGINEERING, PUBLIC WORKS, PLANNING)

1) The right-of-way landscape plans and landscaping shall conform with Exhibit A, and the requirements of Condition 6, below, to the satisfaction of the Director of Public Works.

2) Granite or moss rock boulders along the planting strips (consistent with existing features) in the right-of-way.

3) Use of plastic composite-style head boards at the right-of-way/property line.

4) In all landscape areas, add Walk-on Bark to existing and new landscape for a uniform look and to help refresh the frontage landscaping.

5) Prior to construction of the project driveways sleeves shall be provided in which all irrigation mainline, laterals and irrigation wires shall be placed.

f. Boulders or City-standard post and cable fencing shall be installed along the frontages of any undeveloped project areas / building pads to prevent illegal access, parking, and dumping. (ENGINEERING)

g. Prior to any grading or construction activities, including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to:

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

(BUILDING, ENGINEERING)

h. Notes addressing conformance with the development standards and requirements of the City of Rocklin shall be included on the project improvement plans, including but not limited to the following: (PLANNING, ENGINEERING)

1) Prior to commencement of grading, the developer shall submit a Construction Emission / Dust Control Plan for approval by the City

Engineer and the Placer County Air Pollution Control District ("Placer County APCD"). This plan must address how the project meets the minimum requirements of sections 300 and 400 of Rule 228-Fugitive Dust.

2) Any diesel-powered equipment used during project construction shall be Air Resources Board ("ARB") certified.

3) The prime contractor shall submit to the Placer County Air Pollution Control District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the Placer County APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the Placer County APCD with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

4) Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified by Placer County APCD to cease operations and the equipment must be repaired within 72 hours.

5) Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the Placer County APCD prior to construction or use of equipment and obtain any necessary permits.

6) During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel-powered equipment.

7) Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.

8) During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.

9) All construction equipment shall be maintained in clean condition.

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10) The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall "wet broom" the streets (or use another method to control dust as approved by the City) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.

11) If fill dirt is brought to or exported from the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.

12) All grading operations shall be suspended when fugitive dust emissions exceed Placer County APCD Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is California Air Resources Board ("CARB") certified to perform Visible Emissions Evaluations ("VEE"). This individual shall evaluate compliance with Rule 228 on a weekly basis.

13) Fugitive dust emissions shall not exceed 40% opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall ensure such agents are controlled so as not to exceed Placer County APCD Rule 228-Fugitive Dust limitations.

14) The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.

15) Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.

16) In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).

17) Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.

18) Chemical soil stabilizers, vegetative mats, or other appropriate best management practices to prevent erosion, in accordance with

manufacturers' specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).

19) All exposed surfaces shall be revegetated as quickly as feasible.

i. The applicant shall comply with the following which shall be Included as project notes on the improvement plans:

1) If an inadvertent discovery of cultural materials (e.g., unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure/building remains) or tribal cultural resources is made during project-related construction activities, ground disturbances in the area of the find shall be halted and a qualified professional archaeologist, the Environmental Services Manager and the Native American Heritage Commission shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant as per CEQA (i.e., whether it is a historical resource, a unique archaeological resource, a unique paleontological resource, or a tribal cultural resource) and shall develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources would include, but are not necessarily limited to, preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be determined according to evidence indicating degrees of resource integrity, spatial and temporal extent, and cultural associations, and would be developed in a manner consistent with CEQA guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts and tribal cultural resources.

2) In the event of the accidental discovery or recognition of any human remains, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains, until compliance with the provisions of Sections 15064.5 (e) (1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If any human remains are discovered, all work shall stop in the immediate vicinity of the find and the County Coroner shall be notified, according to Section 7050.5 of the California Health and Safety Code. The City's Environmental Services Manager shall also be notified. If the

remains are Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner shall comply with the requirements of AB2641 (2006). (ENGINEERING) {MM V.-1 of Resolution No. 2022-192}

j. The applicant shall comply with the following which shall be Included as project notes on the improvement plans:

1) If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a determination as to the nature of the feature (or features), the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and/or remediation of the feature. At the discretion of the City Engineer and at the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented to the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, prior to completion of grading/construction in the affected area.

2) If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted to obtain a blasting permit shall include a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas, safety measures to be implemented, such as blast blankets, and traffic groundshaking impacts. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media and affected residents and businesses, as appropriate. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.

5. Improvements in the Public Right-of-Way

a The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS)

6. Landscaping

a Final landscape plans shall be provided by the developer and approved by the Community Development Director. The landscape plans shall comply with the following requirements (PLANNING):

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

1. A legend of the common and botanical names of specific plant materials to be used. The legend shall indicate the size of plant materials and appropriate numbers of plants and spacing for groundcovers.

   Shrubs shall be a minimum 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock. Plant varieties shall be provided in the largest nursery container locally available regardless of which category and of what size they are shown in the Plant Schedule.

   To achieve compliance with the Design Review Guidelines, a strong mix of plant varieties within those listed for each planting type shall be used, and the plant quantities shall be adjusted, if needed, at the determination of the Community Development Director.

2. A section diagram of proposed tree staking. All tree stakes shall be constructed of metal.

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

4. Berming of landscape strips along the public right-of-way and the installation of shrubs, or alternative design to the satisfaction of the Community Development Director, to screen the undercarriages of vehicles as viewed from off- site.

5. Provision for the shading of the visitor parking lot, including parking spaces, maneuvering areas, driveways and drive aisles, by shade trees of appropriate size(s) and characteristic(s) in locations to achieve 50% shading at maturity (15 years from planting). Include a calculation demonstrating compliance with this condition on the plan.

6. Granite or moss rock boulders along the planting strips.

7. Use of plastic composite-style header boards or equivalent.

8. Use of walk-on bark in all planter areas.

i The plan shall be certified by the landscape architect that the landscape plan meets the requirements of the Water Conservation in Landscaping Act. Government Code §65591, et seq.

b. The parking/site lighting plan shall be designed to accommodate shade trees and provide for illumination of the parking and circulation areas. Light standards and underground utilities shall be located such that required parking lot shade trees can still be planted. (ENGINEERING, BUILDING, PLANNING)

c. All landscaping shall be installed and the landscape architect shall certify, in writing, that the landscaping and irrigation system have been installed in full compliance with the approved plans prior to issuance of a Certificate of Occupancy. (PLANNING)

d. Any area disturbed by construction activities but not developed or landscaped shall be hydroseeded (with a drought tolerant mix of wild flowers and grasses) prior to final inspection / acceptance of improvements. (PLANNING, BUILDING, ENGINEERING)

7. Landscaping Maintenance Agreement

Prior to issuance of the Certificate of Occupancy for the first building, the property owner shall enter into an agreement with the City of Rocklin providing for the maintenance of landscaping within the public right-of-way along "Road A", University Avenue, and Whitney Ranch Parkway across the project frontage. The agreement shall stipulate that the property owner shall maintain the irrigation system and all plant materials. The agreement shall also indemnify the City against claims arising from developer's activities and shall be recorded and binding on successors in interest of the developer to the satisfaction of the Director of Public Works. (ENGINEERING / PUBLIC WORKS)

8. Lighting

a. All exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off shoebox type or decorative lighting fixtures, or equivalent, shall be used and mounted such that all light is projected directly toward the ground. Light poles shall be a maximum of 25 feet in height as measured from grade to the top of the light. The lighting design plan shall be approved by Community Development Director for compliance with this condition. (PLANNING)

9. Design

a. The back or rear of any parapet wall that may be visible from an adjacent right of way or property shall be painted the same color as the front of the parapet wall to provide a more finished appearance. (PLANNING)

b. If proposed, developer installed play equipment shall include either poured in place or rubberized tile flooring, or approved alternative, for accessibility purposes. (BUILDING)

10. Signs

a. All signs, including the freeway pylon sign, shall conform to the sign designs and locations as shown on Exhibits A and D, in general compliance with the Sign Ordinance of the City of Rocklin except as modified by Exhibit D. (PLANNING, ENGINEERING, FIRE)

11. Screening of Mechanical Equipment

a. All mechanical and/or related equipment, such as but not limited to, roof hatch railings, RTUs, vents, HVAC units, whether ground- or roof-mounted shall be screened from view from all public rights-of-way to the satisfaction of the Community Development Director. To the greatest extent feasible, parapet walls should be used to screen roof-mounted equipment. The

design of the screening shall be in harmony with the architectural design of the building. (PLANNING)

b. The appearance of large utility features such as double detector check valves shall be minimized through the use of utility blankets or other acceptable screening methods. The developer shall also demonstrate that these facilities have been moved as far as possible from the public right- of-way. (PLANNING)

12. Fences and Gates

If proposed, tubular metal fences shall have flat top pickets (or have a smooth rail at the top), be powder-coated (black/brown/dark green), and be constructed of medium gauge, or better, steel or aluminum. (PLANNING / PUBLIC WORKS)

a. All gate codes shall be provided to the Rocklin Police and Fire Departments. (FIRE, POLICE, PUBLIC WORKS)

13. Security

a. Prior to building permit issuance, the applicant shall prepare a security plan for review by the Rocklin Police Department, and shall provide the Rocklin Police Department with the name(s) and telephone number(s) of a responsible party to contact / the president of the homeowner's association. (POLICE)

b. Prior to building / unit occupancy the property owner, or each tenant, shall obtain and maintain at all times, an Alarm System Permit for each security system installed and operated in the building / shopping center / complex, if any, in accord with the requirements of Chapter 9.44 of the Rocklin Municipal Code. (POLICE)

14. Outdoor Storage

All incidental and miscellaneous outdoor storage areas shall be completely screened from public view by a decorative masonry or concrete wall or approved equal. All gates shall be solid and view obstructing, constructed of metal or other durable and sturdy materials acceptable to the Community Development Director. (PLANNING)

15. Maintenance

a. The property owner shall remove within 72 hours all graffiti placed on any fence, wall, existing building, paved area or structure on the property consistent with the provisions of Rocklin Municipal Code Section 9.32.

Prior to removal of said graffiti, the property owner shall report the graffiti vandalism to the Rocklin Police Department. (PLANNING, POLICE)

b. The project, including but not limited to paving, landscaping, structures, and improvements shall be maintained by the property owners, to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Community Development Director. (PLANNING)

17. Parks

a Park fees shall be paid as required by the Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. (ENGINEERING)

b. Community Park Fees shall be paid as required by the City Council. (BUILDING)

18. Noise

a. All "self-powered" construction equipment and stationary noise sources (i.e., pumps, electrical generators, etc.) shall be equipped with noise control devices (e.g., mufflers). (ENGINEERING, BUILDING)

b. Equipment "warm-up" areas, water storage tanks, equipment storage areas, and stationary noise-generating machinery (i.e., pumps, electrical generators, etc.) shall be located away from existing residences and other sensitive noise receptors to the extent feasible. (ENGINEERING, BUILDING)

c. All phases of project development shall be subject to the City of Rocklin Construction Noise Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 7:00 p.m. on weekends. This noise restriction shall be posted at all entrances to the project site prior to any construction activities; the sign(s) shall be weather proof and a minimum size of 2' x 2'. The Community Development Director may grant exceptions to the Construction Noise Guidelines if, in the opinion of the Community Development Director, special and unusual circumstances exist that make strict adherence to the Construction Noise Guidelines infeasible. (ENGINEERING, BUILDING)

d. The developer shall provide an individual to serve as a Noise Coordinator and implement the following: (ENGINEERING, BUILDING)

    i. As a function of on-site project management, an on-site Noise Coordinator shall be employed by the developer, and their name and telephone number along with instructions on how to file a noise complaint shall be posted conspicuously around the project site, and at all vehicle entrances to public streets, during all project construction phases. The posted signage shall include the construction hours allowed by City policy and shall be sized large enough to include 3-inch-tall lettering.

    ii. The Noise Coordinator's duties shall include fielding and documenting noise complaints, determining the source of the complaint (e.g., piece of construction equipment), determining whether noise levels at the project boundary are within acceptable limits consistent with the General Plan hourly noise standards and with this condition (see 14.c. above), and reporting complaints to the City with documented noise levels at the time of complaint via email.

i. The Noise Coordinator shall work, to the extent feasible, with the surrounding residents and project contractors to schedule activities to minimize disturbance of residents during the daytime hours. Prior to commencement of any night time work required by the City or utility companies, approval from the Community Dev Director is required. The request for approval shall be submitted not less than 72 hours in advance of the work commencing and the Noise Coordinator shall provide documentation of notification to the neighboring property owners.

19. Air Quality

a. Electrical receptacles shall be installed in the exterior walls of the building(s) in this project to promote the use of electrical landscaping equipment. (BULDING, PLANNING)

b. Low nitrous oxide (NO_x) natural gas hot water heaters shall be installed if gas hot water heaters are to be used in this project. (BUILDING, PLANNING)

20. Phasing

If the project is to be phased, a Project Construction Phasing Plan shall be submitted for review and approval by the Community Development Director that includes the following:

a. The building or buildings to be constructed and open to tenants / customers and all appurtenant structures (walls, fencing, site amenities, etc.) and improvements (driveways, water mains, fire hydrants) with each phase;

b. A Temporary Fencing Plan that shows how tenants / customers of the occupied buildings will be kept from entering active construction areas;

c. Emergency Vehicle access through the site and available fire suppression services for each phase to be approved by the Fire Department; (ENGINEERING, BUILDING, PLANNING)

21. Special Conditions

a. Prior to issuance of building permits, the developer shall pay reimbursements associated with the subject properties at the time of building permit issuance, as reflected in the most current version of the Northwest Rocklin Annexation Area Public Facilities Financing Plan 2008 Update and Phasing Plan. (PLANNING, BUILDING, FINANCE, CITY MANAGER)

b. Prior to issuance of the first building permit, the developer shall pay the "Resulting Project Estimated Cost" impact fees identified for Item Numbers 3, 4, and 5 as shown in Exhibit C. The "Resulting Project Estimated Cost" constitute the developer's fair share cost of roadway improvements stemming from the cumulative traffic impacts identified in the developer's traffic study. (ENGINEERING, PLANNING)

c. Prior to issuance of the first certificate of occupancy, the developer shall pay the "Resulting Project Estimated Cost" impact fees identified for Item Numbers 1 and 2 as shown in Exhibit C if the City of Rocklin or Placer County has constructed roadway widening and associated street improvements to its ultimate configuration on Whitney Ranch Parkway between the City limit line and the intersection of Whitney Ranch Parkway/University Avenue all as shown in Exhibit B. The "Resulting Project Estimated Cost" constitutes the developer's fair share cost of roadway improvements. (ENGINEERING, PLANNING)

d. If the City of Rocklin or Placer County do not construct roadway widening and associated street improvements on Whitney Ranch Parkway between the City limit line and the intersection of Whitney Ranch Parkway/University Avenue all as shown in Exhibit B, the developer shall construct the roadway widening and associated street improvements to its ultimate configuration to the City Engineer's satisfaction and later obtain reimbursement from the City of Rocklin for that portion of the roadway widening and street improvements that the County-led Placer Parkway project would have otherwise constructed. Following approval of the Whitney Ranch Retail project by the City Council, City and Developer shall continue to coordinate how the Whitney Ranch retail project interfaces with planned roadway improvements on Whitney Ranch Parkway. Coordination meetings shall occur at least monthly. Should the City transition the Whitney Ranch Parkway Widening project to the Developer, the Developer shall complete the design and implement construction of improvements. The City shall provide a minimum of 30 days advance notice of its intent to transition the Whitney Ranch Parkway Widening project to the developer. Frontage improvements on Whitney Ranch Parkway that are contiguous with the developer's project, including but not limited to, concrete vertical curb, gutter pan, sidewalk, and drainage improvements, and which were never part of the Placer Parkway project shall be constructed and paid for at the developer's sole expense with no opportunity to seek reimbursement. The developer is hereby made aware that under this scenario, and in order to seek reimbursement using public funds, the developer must adhere to and follow a public bidding process and administer a construction contract in accordance with the California Public Contract Code, including paying the construction contractor the prevailing wage rates as set forth by the California Department of Industrial Relations. Prevailing wage rate work only applies to developer-constructed work in the existing public right-of-way on Whitney Ranch Parkway for which the Developer may seek reimbursement as set forth in this paragraph if, and only if, the City of Rocklin or Placer County do not construct roadway widening and associated

street improvements. Developer-constructed work for which the developer will not or cannot seek reimbursement is not subject to prevailing wage rates, including construction of Road A and off-site improvements along University Avenue. (ENGINEERING, PLANNING)

e. The developer shall coordinate with the City Engineer to obtain City-approved electrical plans for both the new traffic signal at the intersection of Whitney Ranch Parkway/University Avenue and the new traffic signal at the intersection of University Avenue/Road A. The developer shall procure and furnish to the City the following items as a partial in lieu payment of impact fees for which the developer will be given a credit towards the total amount of impact fees:

1. All traffic signal poles identified on the approved electrical plan together with all required anchor bolts needed for the foundations.

2. The traffic signal controller cabinet with all necessary equipment to provide for a complete and functioning traffic signal system inside. This includes, at a minimum, the controller, conflict monitor/malfunctioning monitoring unit, and all other equipment to the satisfaction of the City Engineer.

3. The service equipment enclosure with all necessary equipment to provide for a complete and functioning traffic signal system inside.

The developer shall order all of this traffic signal equipment and materials concurrently with the purchase of similar equipment and materials for the developer-installed traffic signal at the intersection of University Avenue/Road A, but no later than August 1, 2024. The developer shall receive written approval from the City Engineer approving the purchase of traffic signal equipment and materials prior to placing the order. The developer shall also provide the City with a written statement from the vendor that the equipment purchase has been accepted and provide a lead time for delivery of said equipment and materials. The developer shall coordinate with the City Engineer for delivery of the traffic signal equipment to either the developer's property at the job site or another location for testing of the electronic equipment. (ENGINEERING, PLANNING)

f. Prior to issuance of the first certificate of occupancy, the new traffic signal systems at the intersections of Whitney Ranch Parkway/University Avenue and University Avenue/Road A shall be fully operational. (ENGINEERING, PLANNING)

g. All rights-of-way associated with the project improvements shall be offered by separate instrument prior to issuance of a building permit for the first building; provided that all ROWs shall be wide enough to include all public infrastructure, to the satisfaction of the City Engineer, and that the following shall be offered by means of an irrevocable offer of dedication:

1. Road A
2. University Avenue
3. Whitney Ranch Parkway

(ENGINEERING, PLANNING)

h. City shall reimburse Developers for the cost of constructing the Whitney Ranch Parkway Off-Site Road Improvements identified in Special Conditions 21(d) within one hundred twenty (120) days subject to the following conditions be fully satisfied: 1) City's acceptance by the City Council of the Off-Site Road Improvements, and 2) verification that all prevailing wages have been correctly paid to the construction contractor. Developers shall provide City with copies of all supporting documentation, including but not limited to: proof of a public bidding process per the California Public Contract Code, invoices, proof of payment, certified payroll demonstrating prevailing wages have been paid, and any other documentation necessary to establish the cost of construction, including both hard and soft costs, for City's review and approval, such approval not to be unreasonably withheld. City agrees that construction of the Off-Site Improvements is necessary for the orderly development of the City should the City or Placer County be unable to deliver said Off-Site Road Improvements themselves. City reimbursement shall be structured in such a way as to deliver the improvements in the most cost-effective manner. The City and Developers agree that Developers may create a separate entity to construct the Off-Site Road Improvements to insulate other private roadway and frontage improvements constructed by Developers from the Off-Site Road Improvements. Prior to any reimbursement paid by City to Developers, Developers shall notify City in writing of the appropriate entity to which the reimbursement payment should be made. Prior to commencement of any of the Off-Site Road Improvements, Developers, or a separate entity created by Developers ("Separate Entity"), shall enter into a Road Construction and Reimbursement Agreement with the City to the satisfaction of both the City Attorney and City Engineer. (ENGINEERING, PLANNING)

i. Any architectural and/or site design modifications shall be reviewed for substantial compliance with project approvals. If it is determined by staff that the proposed modifications are not substantially compliant with the approved project design, a formal Design Review Amendment may be required, at the discretion of the Community Development Director. (ENGINEERING, PLANNING)

22. North West Rocklin Reimbursement Allocations

Consistent with the most current version of the Northwest Rocklin Annexation Area Public Facilities Financing Plan and Phasing Plan all applicable fees due and payable prior to development of each of the lots within the shopping center

shall be paid prior to issuance of a building permit for a structure on said lots. (PLANNING, BUILDING, FINANCE, CITY MANAGER)

23. Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

24. Validity

a. This entitlement shall expire three years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

b. This entitlement shall not be considered valid and approved unless and until the concurrent Conditional Use Permit, U2023-0003, has been approved. (PLANNING)

c. The freeway-oriented signage, shown in Exhibit D, shall not be considered valid and approved unless and until the concurrent General Development Plan Amendment, PDG2024-0001, has been approved. (PLANNING)

d. Approval of this entitlement does not relieve the developer of the need to obtain subsequent permits and approvals, such as but not limited to Grading Permits, Improvement Plans, and Building Permits. (PLANNING)

PASSED AND ADOPTED this 23rd day of April, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A
DESIGN REVIEW PACKAGE

Whitney Ranch Retail (DR2023-0001)

Exhibit available at the Community Development Department, Planning Division

EXHIBIT B
OFF-SITE/ROADWAY IMPROVEMENTS

Whitney Ranch Retail (DR2023-0001)

Exhibit available at the Community Development Department, Planning Division

EXHIBIT C
FAIR SHARE COSTS

Whitney Ranch Retail (DR2023-0001)

Exhibit available at the Community Development Department, Planning Division

EXHIBIT D
PYLON SIGN PLAN

Whitney Ranch Retail (DR2023-0001)

Exhibit available at the Community Development Department, Planning Division

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Target Solutions Learning, LLC Agreement

Date: October 22, 2024

Submitted By: Shawn Watkins, Deputy Chief
Reginald Williams, Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Ratifying a Contract with Target Solutions Learning, LLC and Authorizing the City Manager to Sign Subsequent Amendments.

Background:
The Rocklin Fire Department has been under contract with Target Solutions Learning, LLC (Target Solutions) since February 4, 2020. Target Solutions provides cloud based online public safety training. These trainings are mandated by Local and State Emergency Services Agencies as well as fire-based training required by the California State Fire Marshal's Office.

On April 15, 2022, the Fire Department executed an amendment to the contract extending the agreement term for a new five-year term beginning February 28, 2023. The amendment also added additional services: (1) medication inventory, and (2) asset management software for tracking routine inspections of fire stations and apparatus.

Based on feedback received by the City Council, on September 27, 2024, Target Solutions amended the Agreement to include Section 5.4 Termination for Non-Appropriation language and removed the term for automatic renewal.

Rocklin Municipal Code (RMC) section 3.04.100(B) states the maximum term of a contract shall be three years unless a longer initial term or renewal term is approved by the City Council. Upon review of this existing contract, the contract with Target Solutions Learning, LLC was identified as one that should continue to renew as outlined in the agreement.

RMC section 3.04.090(B) states a contract may be awarded without competition when the City determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service, or construction item. Target Solutions, LLC is the City-wide learning management system provided by the City, as well as surrounding fire agencies within the County who also use software, which helps to provide consistent training among firefighters. After a careful in-depth review of several other software packages, it was

determined that Target Solutions, LLC is the only provider to meet all of the Fire Department's needs with its comprehensive suite of services and ability to maintain consistency in training within the region. City Council approval of the staff recommendation would allow seamless utilization of the necessary services for the Fire Department.

The Fire Department will continue to manage the agreement and review the services and pricing with competitors in the open market to determine when it would be appropriate to competitively re-bid for these services.

Fiscal Impact:
There is no additional fiscal impact associated with this action. The costs of the agreement are budgeted in the Fiscal Year 2024/25 Operating Budget in the General Fund (100).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Schedule A and Client Agreement 2020
3. Resolution Exhibit B - Schedule A 2022
4. Resolution Exhibit C - Schedule A Revision 2024

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ROCKLIN APPROVING AND RATIFYING A
CONTRACT AS AMENDED WITH TARGET SOLUTIONS LEARNING, LLC
AND AUTHORIZING THE CITY MANAGER TO SIGN
SUBSEQUENT AMENDMENTS

WHEREAS, the Fire Department has been under contract with Target Solutions Learning, LLC (also known as Vector Solutions) since February 28, 2020 to provide cloud based online public safety training; and

WHEREAS, the Fire Department executed an amendment to the contract on April 15, 2022, to extend the agreement's term for 68 months effective June 1, 2022 and add additional services; namely, asset management software for tracking routine inspections of fire stations and apparatus and medication inventory; and

WHEREAS, the contract's amended five-year term total contract compensation to Target Solutions Learning, LLC is $35,017; and

WHEREAS, the maximum term allowed under the Rocklin Municipal Code Chapter 3.04.070(I) for a contract is three years, unless otherwise approved by the City Council for good cause; and

WHEREAS, the contract and amendments have not previously been presented to the City Council for approval or ratification or for a determination of good cause; and

WHEREAS, good cause exists to approve this contract for a longer term than three years because approval of this existing contract would allow continued seamless utilization of these necessary public safety services from Target Solutions Learning, LLC for the Fire Department; and the city also contracts with Target Solutions Learning, LLC for their citywide learning management system solution for all employees; and

WHEREAS, the Department will conduct an informal market survey and based on the information obtained, will provide recommendations to the Fire Chief based on the scope of services, cost, pricing, and quality of products, if good cause continues to exist to execute successive terms with the Target Solutions Learning, LLC contract as set forth herein; and

WHEREAS, the City Council wishes to delegate to the City Manager authority to sign subsequent amendments as further delineated herein.

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

Section 1. Each Recital is true and correct and is hereby incorporated by reference.

Section 2. The City Council ratifies and approves of the contract and contract amendments with Target Solutions Learning, LLC, attached and incorporated hereto as Resolution Exhibits A ("Schedule A" and "Client Agreement"), B ("Schedule A – New Schedule"), and C ("Schedule A - Revision").

Section 3. The City Council authorizes the City Manager to sign subsequent amendments up to $10,000 annually consistent with the contract's subject matter and scope of work and subject to approval as to form and legality by the City Attorney.

PASSED AND ADOPTED this 22nd day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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VECTOR SOLUTIONS | TargetSolutions

Schedule A

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in the Agreement; 2) agreeing you have read and accept the Client Agreement and License Terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following URL:
https://www.targetsolutions.com/clients/client-resources/

Date: 02-04-2020
Pricing Valid for 30 days.

Client Information

Client Name: Rocklin Fire Department (CA)	
Address: 4080 Rocklin Road Rocklin, California 95677	
Primary Contact Name: Martin Holm	**Primary Contact Phone:** (916) 625-5304

Terms

Effective Date: 02-28-2020	**Initial Term (months):** 12

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Martin Holm			
Billing Address: 4080 Rocklin Road Rocklin, California 95677	**Billing Phone:** (916) 625-5304		
Billing Email: martin.holm@rocklin.ca.us	**PO#**:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Subscription Services

Product	Description	Quantity	Unit Price	Total
TargetSolutions Check It Fire/EMS Stations		3	$249.00	$747.00
TargetSolutions Check IT Fire/EMS Vehicles		10	$149.00	$1,490.00
TargetSolutions Check IT Fire/EMS Vehicles	Support Vehicles	5	$149.00	$745.00
			Total:	$2,982.00

Grand Total: **$2,982.00**

Rev. R (Issued 10.02.2019)

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Please note that this is not an invoice and taxes are excluded. An invoice will be sent within fourteen (14) business days of your Contract Effective Date.

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Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** TSL shall provide the following services:

1.1. Access and Use. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ('Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

2. **Client's Obligations.**

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

2.4. Additional Service Specific Client Obligations. The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":

(a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.

(b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

3. **Fees and Payments.**

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3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term and Notice.**

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

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6. **Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS,EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

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7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

By: DocuSigned by: Brandi Howe 06C00F4F072A470...

Printed Name: Brandi Howe

Title: Director of Account Management

Date: 2/4/2020

Rocklin Fire Department (CA)

4080 Rocklin Road

Rocklin, CA 95677

By: DocuSigned by: Martin Holm C2E7FF86A0524A8...

Printed Name: Martin Holm

Title: Battalion Chief

Date: 2/4/2020

Quote ID
Q-179579

Contact Name
Jackelin Maguire

Schedule A – New Schedule

This Contract Revision Form is hereby added to the Client Agreement signed 02/04/2020 between the Vector Solutions entity and the Client named below as of the Effective Date below. If the term of this Schedule extends beyond the Term of the Client Agreement, then the Client Agreement shall automatically continue in full force and effect beyond the stated Client Agreement Term for so long as any Schedule remains in force.

Date: Monday, April 11, 2022

Client Information

Client Name: Rocklin Fire Department (CA)	
Address: 4080 Rocklin Road Rocklin, CA 95677	
Primary Contact Name: Robert Molinaro	**Primary Contact Phone:** (916) 625 - 5304

Agreement Term

Effective Date: 06/01/2022	**Initial Term:** 68 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Robert Molinaro			
Billing Address: 4080 Rocklin Road Rocklin, California 95677	**Billing Phone:** (916) 625-5304		
Billing Email: robert.molinaro@rocklin.ca.us	**PO#**:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Prorated Fees 06/01/2022 - 02/27/2023

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$186.75	$0.00
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$111.75	$0.00
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$111.75	$0.00
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$118.55	$711.30
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$53.33	$0.00

Grand Total: **$711.30**

Annual Fees 02/28/2023 - 02/27/2024 – Year 1

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 1 Grand Total: **$7,003.34**

Annual Fees 02/28/2024 - 02/27/2025 – Year 2

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 2 Grand Total: **$7,003.34**

Annual Fees 02/28/2025 - 02/27/2026 – Year 3

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10

TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 3 Grand Total: **$7,003.34**

Annual Fees 02/28/2026 - 02/27/2027 – Year 4

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 4 Grand Total: **$7,003.34**

Annual Fees 02/28/2027 - 02/27/2028 – Year 5

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 5 Grand Total:	**$7,003.34**

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 0.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300	4080 Rocklin Road
Tampa, FL 33609	Rocklin, CA 95677

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us"") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User"** is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the

Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. **TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described

below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. **MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action ; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. **LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. **OBLIGATIONS OF BOTH PARTIES**.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. **CONFIDENTIALITY**.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. **MISCELLANEOUS**.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions.

As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users**. Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. Your Responsibilities**.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D.Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: Brandi Howe

Printed Name: Brandi Howe

Title: Senior Director of Renewal Management

Date: 4/25/2022

Rocklin Fire Department (CA)
4080 Rocklin Road
Rocklin, CA 95677

By:

Printed Name: Robert Molinaro

Title: Battalion Chief

Date: 4-15-22

Quote ID
Q-179584

Contact Name
Jackelin Maguire

Schedule A – Revision

This Contract Revision Form amends the Client Agreement ("the Agreement") signed on **4/15/2022** between the Vector Solutions entity and the Client named below. Except as modified by this Contract Revision Form, all other terms and conditions in the Agreement shall remain in full force and effect.

Date: Friday, September 27, 2024

Client Information

Client Name: Rocklin Fire Department (CA)	
Address: 4080 Rocklin Road Rocklin, CA 95677	
Primary Contact Name: Robert Zaucha	**Primary Contact Phone:** (916)625-5304

Agreement Term

Effective Date: 06/01/2022	**Initial Term:** 68 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Accounts Payable Rocklin FD			
Billing Address: Attn: Accounts Payable 4060 Rocklin Road Rocklin, California 95677	**Billing Phone:**		
Billing Email: fireaccountspayable@rocklin.ca.us	**PO#**:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Prorated Fees 6/01/2022 - 2/27/2023

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$186.87	$0.00
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$111.75	$0.00
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$111.75	$0.00
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$118.55	$711.30
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$53.33	$0.00

Grand Total: **$711.30**

Annual Fees 2/28/2023 - 2/27/2024 – Year 1

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 1 Grand Total: **$7,003.34**

Annual Fees 2/28/2024 - 2/27/2025 – Year 2

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 2 Grand Total: **$7,003.34**

Annual Fees 2/28/2025 - 2/27/2026 – Year 3

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 3 Grand Total: **$7,003.34**

Annual Fees 2/28/2026 -2/27/2027 – Year 4

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 4 Grand Total: **$7,003.34**

Annual Fees 2/28/2027 - 2/27/2028– Year 5

Product Code	Product Name	Description	Qty	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	2	$272.09	$544.18
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Support Vehicles	5	$162.82	$814.10
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	10	$162.82	$1,628.20
TSCHECKIT-DS	Vector Check It - Drug Safes	Vector Check It for web and mobile (Drug Safes)	6	$162.81	$976.86
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	38	$80.00	$3,040.00

Year 5 Grand Total: **$7,003.34**

Amendment

A new Section 5.4 shall be added to the Agreement, and it shall state:

5.4 Termination for Non-Appropriation. Public entities or institutions whose operating budgets are legislatively approved annually may terminate an automatic renewal or subsequent years of a multi-year term if funding for continuing the Services is not approved provided that You deliver written notice to Us of such non-appropriation within thirty (30) days following approval of the operating budget.

Line 7 Under Additional Terms and Conditions has been updated to:

7. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions 4890 W. Kennedy Blvd, Suite 300 Tampa, FL 33609	Rocklin Fire Department (CA) 4080 Rocklin Road Rocklin, CA 95677
By: _____	By: _____
Printed Name:	Printed Name:
Title:	Title:
Date: _____	Date: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Central Valley Information Sharing System Memorandum of Understanding and Cost Sharing Agreement

Date: October 22, 2024

Submitted By: Myra Salazar, Records and Communication Manager
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving an Evergreen Memorandum of Understanding for Data Sharing with Central Valley Information Sharing System (CVISS) and Evergreen Cost Share Agreement and Authorizing the Police Chief to Execute the MOU and Cost Sharing Agreement and Subsequent Amendments.

Background:
In 2008 twelve law agencies throughout the Northern California area identified a need to create a regional consortium and database for confidential and specialized law information and communications to be shared among the members of the consortium. That database is known as the Central Valley Information Sharing System (CVISS). Today the consortium has grown to twenty-three law and justice agencies utilizing CVISS by inputting data, accessing information for investigative purposes, and sharing communications. The City of Rocklin has participated in the consortium since its inception.

The Consortium has authored an updated Memorandum of Understanding (MOU) dated July 1, 2024 (Attachment 2). The updated MOU is evergreen; MOU termination with mutual agreement of all member agencies, and member agencies may exit the MOU with or without cause by providing a thirty (30) day written notice. Staff recommends the City Council authorize an evergreen MOU for data sharing through CVISS, delegation of authority to the Police Chief to execute the related Cost Sharing Agreement with the Sacramento County Sheriff's Department, and to amend the provisions of the Cost Sharing Agreement and sign subsequent amendments up to a maximum of $8,000 per fiscal year. Since the Cost Sharing Agreement is also evergreen, staff recommends the City Council delegate authority to the Police Chief the ability to pay future fiscal year annual costs under the MOU in an amount not to exceed the Police Chief's purchasing authority.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. The cost of the first year of the cost sharing agreement is included in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Memorandum of Understanding
3. Resolution Exhibit B - Cost Share Agreement

RESOLUTION NO. 2024-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN EVERGREEN MEMORANDUM OF UNDERSTANDING FOR DATA SHARING WITH CENTRAL VALLEY INFORMATION SHARING SYSTEM (CVISS) AND EVERGREEN COST SHARING AGREEMENT AND AUTHORIZING THE POLICE CHIEF TO EXECUTE THE MOU AND COST SHARING AGREEMENT AND SUBSEQUENT AMENDMENTS

WHEREAS, the City of Rocklin Police Department has a business need to share confidential and sensitive law enforcement records and information with and among neighboring and local law and justice agencies; and

WHEREAS, the local law enforcement agencies created a regional law enforcement information-sharing system known as Central Valley Information Sharing System (CVISS) under an evergreen Memorandum of Understanding (MOU) beginning in 2009; and

WHEREAS, twenty-three agencies ranging from police, sheriffs, probation, and district attorney's offices comprise the member agencies of CVISS and an updated MOU has been authored beginning July 1, 2024 and shall remain in effect until terminated; and

WHEREAS, the MOU may be terminated with mutual agreement of all Member Agencies. A Member Agency may terminate with or without cause by providing a written thirty-day (30) notice to the Board. The City of Rocklin does not have any current grant conditions related to this MOU which would preclude terminating; and

WHEREAS, the maximum term allowed under the Rocklin Municipal Code (RMC) Chapter 3.04.070(I) for a contract is three years, unless otherwise approved by the City Council for good cause;

WHEREAS, good cause exists to approve the MOU for data sharing with CVISS, which is attached and incorporated hereto as Exhibit A (MOU) and the Cost Share Agreement with the Sacramento County Sheriff's Office, which is attached and incorporated hereto as Exhibit B (Cost Share Agreement), for a longer term than three years to allow seamless utilization of critical public safety information sharing provided through a computer system known as CVISS; and

WHEREAS, RMC Chapter 3.040.050(B) A Department Head is authorized to purchase goods or procure services for an amount up to twenty-five thousand dollars if adequate funds have been appropriated by the City Council in the budget and the department must seek oral or written quotes, and document the receipt of the quotes prior to executing the contract and/or purchase order; and

WHEREAS, an exception to the requirement to competitively bid the contract exists under RMC Chapter 3.04.090(E), which states that competitive bidding is not required when it would be impossible or not in the public interest with respect to the purchase for specialized technology product or service; and

WHEREAS, staff recommends that the City Council authorize the Police Chief to sign the evergreen MOU and evergreen Cost Sharing Agreement and additionally, authorize the Department Head/Police Chief to approve and sign future amendments up to a maximum not to exceed the annual cost share amount annually, provided that the amendments are approved as to form by the City Attorney and authorize the Police Chief the ability to pay future fiscal year annual costs under the MOU in an amount not to exceed the Police Chief's purchasing authority; and,

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

Section 1. Each Recital is true and correct and is hereby incorporated by reference.

Section 2. The City Council approves the evergreen Memorandum of Understanding with Central Valley Information Sharing System in the form attached and incorporated hereto as Exhibit A.

Section 3. The City Council approves the evergreen Cost Sharing Agreement in the form attached and incorporated hereto as Exhibit B.

Section 4. The City Council authorizes the Police Chief to execute the evergreen MOU and Cost Sharing Agreement and subsequent minor amendments up to a maximum equal to the annual cost share amount annually per fiscal year, provided that the amendment is consistent with the Agreement's subject matter and scope of work, Rocklin Municipal Code, and that the City Attorney approves the amendment as to form.

Section 5. The City Council authorizes the Department Head/Chief of Police the ability to pay future fiscal year annual costs under the MOUs in an amount not to exceed the Police Chief's purchasing authority.

PASSED AND ADOPTED this 22nd day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Memorandum of Understanding
Central Valley Information Sharing System (CVISS)

This Memorandum of Understanding ("MOU") is made and entered into on this first day of July 2024 by and between the parties below and all future signers of this agreement, known collectively as "Member Agencies" or individually as a "Member Agency."

The following Member Agencies hereby create the Central Valley Information Sharing System (CVISS): The following agencies are collectively known as the "Original Member Agencies."

- Auburn Police Department
- Citrus Heights Police Department
- Davis Police Department
- El Dorado Probation Department
- El Dorado Sheriff's Department
- Elk Grove Police Department
- Folsom Police Department
- Galt Police Department
- Lincoln Police Department
- Placer Sheriff's Office
- Placerville Police Department
- Rocklin Police Department
- Roseville Police Department
- Sacramento Police Department
- Sacramento District Attorney's Office
- Sacramento Probation Department
- Sacramento Sheriff's Office
- Twin Rivers USD Police Department
- Vacaville Police Department
- West Sacramento Police Department
- Winters Police Department
- Woodland Police Department
- Yolo Sheriff's Office

Purpose

Member Agencies shall work cooperatively to establish an integrated system of information technology that maximizes the sharing of data and communication between the Member Agencies while maintaining the confidentiality of privileged or otherwise protected information shared through the system. This regional law enforcement information-sharing system shall be known as the CVISS. The Member Agencies shall work in a variety of ways to facilitate sharing data in an effort to improve the information-sharing efforts of their respective agencies and CVISS. The purpose of this agreement is to define the working relationships, and lines of authority for Member Agencies in CVISS. This document outlines the duties and responsibilities of each Member Agency and provides for the addition of other eligible entities in the data-sharing program created by

this MOU.

THEREFORE, the Member Agencies hereby agree to the following:

1. Definitions:

1.1. *Central Valley Information Sharing System*: "CVISS" means the collective group of law and justice agencies, who are signatories on regional law enforcement information-sharing agreements.

1.2. *Board of Directors*: "Board" means the Chief Executive Officer of each Member Agency, or their designee, each of whom shall have equal voting rights in the decisions of CVISS.

1.3. *Consortium*: "Consortium" is the collective group of agencies that have entered into a MOU agreement to participate in the CVISS Node for law enforcement information sharing.

1.4. *System*(s): means the information sharing and analysis software/service licensed to the Fiscal Agent on behalf of Member Agencies.

1.5. *Criminal Justice Practitioners*: those personnel from the Member Agencies that have the appropriate clearance and authority to utilize the Data as a function of their employment.

1.6. *Data*: means facts, detailed information, or other material provided by a Member Agency regardless of format.

1.7. *Data Records* refers to a unique record associated with an incident or person. For example, this refers to a single report that includes a variety of data.

1.8. *A Data Set* is a specific grouping of data included in systems like records management or jail management systems. For example, typical data sets within a records management system include, but are not limited to, Crime Reports, Field Investigations, Citations, Mug shots, and Arrest Reports.

1.9. *Fiscal Agent*: means the agency, entity, or person approved and directed by the Board to handle and account for funds collected by the Consortium for the benefit of all Member Agencies.

2. Effective Date and Term of MOU

2.1. Effective Date: The effective date of this MOU is the date noted above and/or the date each subsequent agency executes this Agreement.

2.2. Term: This MOU shall remain in effect until terminated as provided herein.

3. Committee and Working Groups

3.1. The Board of Directors: shall be comprised of Agency Heads for each Member Agency, or their designee, with each having an equal voice or vote on the direction, decision, and future planning of CVISS. The Board shall meet regularly, not less than annually.

3.1.1. The Board Chair shall be elected from among the Board members for a term of no more than two years. The Chair may select a designee to serve on his/her behalf.

3.1.2. The Board shall establish and adopt bylaws and a governance process.

3.2. CVISS Technology Committee: The Agency Heads of the Member Agencies shall appoint a representative to serve on the Technology Committee. This committee will meet at least once per year to address system operations, upgrades, enhancements, and any other matters of concern to Member Agencies.

3.3. CVISS Working Groups: The Board is empowered to create, dissolve, or reconstitute working groups, appoint representatives, and perform other actions deemed necessary to fulfill the purposes stated herein, including the creation of implementation or sustainment group efforts.

4. Data Access and Security Requirements

4.1. Data Access: Member Agencies' Data access shall be compliant with CJIS security policies. Query capabilities shall be provided to Member Agencies and Authorized Users through their agency's internet service. The information residing in the Data Repositories shall generally be available. Member Agencies agree to inform the Consortium in advance, whenever possible, of scheduled downtimes of specific data feeds.

4.2. Data Sharing: All Member Agencies agree to share data with other Member Agencies who have a need to know and a right to know, with comprehensive, timely, accurate information about a suspect or offender to include, but not limited to, identity, prior agency contacts, citations, arrests, investigations, criminal history, and current justice status.

The Board will set the criteria for the minimum number of data sets (i.e. Crime Reports, Citations, Field Investigations, Mugs, Arrests Reports, etc.) that Member Agencies must provide to be a Member Agency. In addition, the Board will adopt guidelines for agencies to withhold or suppress certain documents based on specific criteria. Based on these guidelines, each Member Agency shall determine, in the exercise of its sole discretion, which data records are shared within the system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety and due process while maintaining individual privacy rights.

4.3. Security Requirements: Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal agency security of its records and any technical support necessary to ensure proper security.

4.1.1. Liability and Indemnification: Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives, and volunteers. Member Agencies agree to indemnify, defend, and hold harmless other Member Agencies to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees arising out of or resulting from this MOU, and that each agency shall bear the proportionate cost of any damage attributable to the fault of that Agency, its governing body, officers, agents, employees, and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.

4.1.2. Insurance: Each Member Agency, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

5. Information Ownership, Release and Accuracy

5.1. Ownership and Release Constraints: Member Agencies shall retain control of and remain the official custodian of all information contributed to CVISS.

5.2. Information Utilization: Any Data present in the system is the proprietary information of the Member Agency contributing to that Data. Each Member Agency has an affirmative obligation to ensure that all Data complies with 28 CFR Part 23. Other Member Agencies or Authorized Users wishing to utilize the Data must contact the Member Agency responsible for contributing that proprietary information. The Member Agency responsible for contributing the Data shall have sole discretion regarding the release of that information.

5.3. Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the data repository consists of information that is entered with the best effort to be accurate.

5.4. Data Errors: It will be the responsibility of Member Agencies to correct data errors that have been identified at that Member's sole cost within a reasonable time, but no later than ninety days (90) from the date of notification.

6. Funding, Costs, Personnel, and Financial Considerations

6.1. CVISS Costs: Costs for the creation, maintenance, and expansion shall be paid as set forth in the CVISS Share of Cost Agreement dated July 1 2024, and may be amended from time to time. The Board must approve any adjustments to the Share of Cost Agreement.

6.2. Payment Administration: The Fiscal Agent shall administer payments to vendors and invoice Member Agencies for their share of the cost. For more details, see section 4.4 of the CVISS Share of Cost Agreement.

6.3. Financial Responsibility: Each Member Agency is responsible for the cost of acquiring and maintaining the hardware, software, and data communication equipment and services needed by their Agency to connect to CVISS. Nothing included in this MOU requires any Agency to fund the activities of any other Member Agency.

6.4. Member Agency Employees: Employees of a Member Agency working for the benefit of CVISS remain the employees of that Member Agency.

7. Amendments

7.1. This MOU may be modified by presentation of the proposed changes and an affirmative majority vote of the Board.

8. Termination

8.1. MOU Termination: This MOU may be terminated by mutual agreement of all Member Agencies.

8.2. Member Agency Termination: Any Member Agency may terminate its participation in this MOU with or without cause upon thirty-day (30) prior written notice to the Board unless such termination is prohibited by a grant condition. In the event of termination, the departing Member Agency is responsible for the annual payment for the year in which they terminate.

8.3. Fiscal Agent Termination: The Fiscal Agent may terminate its role as the financial agent for the Consortium with or without cause by informing the Board in writing no less than one hundred eighty (180) days prior to termination. The Board is responsible for identifying, selecting, and completing the necessary documents for the new Fiscal Agent and is responsible for helping the successor Fiscal Agent in the transition period. Termination by the Fiscal Agent requires a review of financial statements to ensure a smooth transition of the books and accounts to the new Fiscal Agent. If the new Fiscal Agent is not capable of completing all the requisite processes, the departing agency can mutually agree with the Board for a maximum of two 30-day extensions. Termination of the Fiscal Agent position shall not serve to terminate that agency's Member Agency status.

8.4. Other Termination: The Board may exercise its authority to terminate the relationship with a Member Agency established under this MOU if the majority of members of the Board determine that the Member Agency is not participating in the manner agreed to within this MOU.

9. Miscellaneous

9.1. This MOU is intended to provide for a strategic plan to promote data sharing and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies, future agencies, and potential future data sources.

AGREED to this _____ day of _____, 2024:

City of Rocklin Police Department

_____ _____

Rustin Banks, Date
Chief of Police
City of Rocklin

COST SHARE AGREEMENT WITH THE SACRAMENTO COUNTY SHERIFF'S OFFICE FOR CENTRAL VALLEY INFORMATION SHARING SYSTEM (CVISS)

This AGREEMENT is made and entered on this first day of July 2024 by the Sacramento County Sheriff's Office (Fiscal Agent) and the City of Rocklin Police Department (Member Agency).

Purpose and Background
The Fiscal Agent and Member Agency agree to the terms and conditions set forth in the Central Valley Information Sharing System (CVISS) AGREEMENT. This consortium is overseen by the CVISS Board. Agencies enter into this cost sharing agreement to participate in the information- sharing system known as Accurint Virtual Crime Center (AVCC) via the CVISS Consortium. This agreement outlines the financial working relationship and cost-sharing contract for the CVISS Consortium member agencies.

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions

1.1 **Central Valley Information Sharing System (CVISS)** is the name of the CVISS Consortium information sharing system.

1.2 **Central Valley Information Sharing System (CVISS) Board** is the governing body for all information sharing initiatives for the member agencies in and around the Sacramento Valley region.

1.3 **Data** means electronic facts, detailed information, or other material provided by a Member Agency.

1.4 **Data Repository** means the computer equipment used to store, connect and disseminate AVCC information to Member Agencies.

1.5 **Fiscal Agent** Sacramento County Sheriff's Office (SSO) is the fiscal agent for the CVISS Consortium and will handle and account for funds collected by CVISS for the benefit of all Member Agencies.

1.6 **CVISS Consortium** is the collective group of agencies that have entered into an AGREEMENT to participate in CVISS for law enforcement information-sharing.

1.7 **Member Agency** means law enforcement agencies contributing data to CVISS are allowed access to data of other member agencies and other law enforcement agencies.

1.8 **Lexis Nexis Risk Solutions** means a corporation with its principal place of business at 1000 Alderman Drive, Alpharetta, GA 30005, and the owner and developer of AVCC.

1.9 **AVCC** means the information sharing and analysis software licensed to the member agencies by LexisNexis Risk Solutions under the name AVCC.

2 Effective Date and Term of AGREEMENT

2.1 **Effective Date** the effective date of this AGREEMENT is the date noted above.

2.2 **Term** this AGREEMENT shall remain in effect until terminated as provided herein.

3 Requirements for Participation

3.1 To participate in CVISS, agencies agree to share cost based on their number of authorized sworn staff, excluding courts and corrections.

3.2 To participate in CVISS, agencies agree to contribute data from their Records Management System (RMS) as defined by the CVISS Consortium.

3.3 To participate in CVISS, agencies overseeing jails agree to contribute data from their Jail Management System (JMS) as defined by the CVISS Consortium.

4 Financial Oversight and Management

4.1 **CVISS Costs** Member Agencies shall pay a proportional share of software purchases, software maintenance, implementation, network, hardware, and operational costs, as approved by the CVISS Board. The operating costs of CVISS shall be shared between the member agencies based on the number of authorized sworn officers (FTE), per Member Agency as the numerator and the aggregate number of authorized sworn officers (FTE) of all Member Agencies as the denominator, excluding courts and corrections.

4.2 **Annual Budget** Each year SSO shall prepare an annual budget for approval by the CVISS Board that includes the share of cost for each Member Agency.

4.3 **Annual Report** At least once per year SSO shall report to the CVISS Board on all funds collected and expended by the CVISS Consortium in support of the AVCC project.

4.4 **Payment Administration** SSO shall administer payments to all vendors and invoice Member Agencies for their share of cost.

4.5 **Financial Responsibility** Each Member Agency is responsible for any costs to connect to the AVCC data repository, which may include acquiring hardware, software, data communication equipment and/or services. Nothing included in

this AGREEMENT requires any agency to fund the activities of any other Member agency.

5 Payment Schedule

5.1 Agency cost is due within 30 days of receipt of invoice from the Fiscal Agent. Data integration effort will not begin without receipt of payment.

5.2 Agency annual maintenance will be invoiced by the Fiscal Agent. The annual payment is due within 30 days of receipt of invoice by member agencies. If payment or payment arrangements have not been agreed to, services will be terminated.

The connection cost for Agency is **$0**.

The following estimated maintenance fees includes the software maintenance fees from LexisNexis Risk Solutions and a contingency fund. These ongoing sustainment costs will be due annually, 30 days after receipt of invoice from the Fiscal Agent. Annual Maintenance for CVISS sustainment will begin **July 2024**.

The annual maintenance is estimated to be approximately **$6,130**.

An update to this agreement will be submitted for CVISS Board approval at that time which will include actual costs.

The parties hereto execute this AGREEMENT as of the Effective Date.

AGREED to this _____ day of _____, 2024

Sacramento County Sheriff's Office

_____
By: JIM COOPER, Sheriff

Name of Member Agency

_____
By: RUSTIN BANKS, Chief of Police

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Pest Control Services Notice of CEQA Exemption and Contract Award

Date: October 22, 2024

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

Department: Public Works

Recommendation:

A. Adopt Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (Pest Control Services for the City of Rocklin Facilities 2024).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for Pest Control Services for City of Rocklin Facilities 2024 to Advanced Integrated Pest Management, Inc. (Advanced IPM) and Authorizing the City Manager to Execute the Contract for Services.

Background:

The Public Works Department Facilities division is responsible for ensuring that there are adequate pest control services at City owned facilities. To ensure that these services are being provided at the best possible rate bids were solicited for a forty-three (43) month agreement to align the contract with the fiscal year. This project consists of providing pest control services to City owned facilities on a monthly and as-needed basis. (see Attachment 2 for location map).

The project bid was advertised in the Placer Herald on August 22, 2024, and August 29, 2024, with the bid opening Wednesday, September 18, 2024. Three (3) bids were received from the following (see Attachment 3 for the Bid Summary).

CONTRACTOR	ORIDINAL BID	UPDATED BID AMOUNT
Advanced Intergrated Pest Management, Inc. (Roseville)	$65,778	$ 78,951
Pest Pros Pest Solutions (Sacramento)	$73,122	$ 87,162
Central Sierra Enterprise, Inc. (North Fork)	$92,686	$109,730

Staff reviewed the submitted bids for accuracy and identified a discrepancy related to the contract period. The first period of the contract is for nineteen (19) months, as opposed to the

twelve (12) months that were used in the bid calculations submitted by all bidders. Upon identifying this issue, staff recalculated the bid amounts based on the additional seven (7) months, using the per-service costs provided by the contractors. After this adjustment, Advanced Integrated Pest Management, Inc. (Advance IPM) was determined to still have submitted the lowest responsible bid.

Staff recommends that the City Council award the contract to Advanced IPM, for a term of forty-three (43) months, with a contract cost of $78,951. In accordance with Rocklin Municipal Code (RMC) section 3.04.050, the City Manager will have the authority to approve change orders up to fifteen (15) percent of the contract amount ($11,842.65), bringing the total not-to-exceed contract cost to $90,793.65.

Pursuant to RMC section 3.04.070(i) the City Council may approve a contract duration longer than three years for good cause. Staff recommends a forty-three-month agreement with Advanced IPM in order to achieve cost stability for a longer term.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Pest Control Services for City of Rocklin Facilities 2024 and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 and has prepared a Notice of Exemption.

Fiscal Impact:
There is no direct fiscal impact from the staff recommendation, as sufficient funds are available in the Fiscal Year 2024/25 Operating Budget in the General Fund (100) for the initial period. Funding for the remainder of the contract term will be included in future operating budgets.

ATTACHMENTS:
1. Resolution A - Notice of Exemption
2. Resolution B - Contract for Services
3. Bid Summary

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(City of Rocklin Pest Control Services of Rocklin Facilities 2024)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the City of Rocklin Pest Control Services of Rocklin Facilities ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15301 – Existing Facilities; and

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

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

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

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

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 22nd day of October, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda,Mayor

ATTEST:

_____
Avinta Singh, City Clerk

NOTICE OF EXEMPTION

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

☒ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3004

FROM: City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

Project Title: Pest Control Services for City of Rocklin Facilities 2024

Project Location - Specific: The proposed project location is City Facilities throughout the City (Exhibit A).

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

Description of Nature, Purpose and Beneficiaries of Project: This project consists of providing pest control services to City owned facilities on a monthly and as needed basis.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin

Exempt Status (Check one)

_X_ Categorical Exemption (California Code of Regulations Sec. 15300 et seq.): Section 15301 – Existing Facilities.

Reasons why the project is exempt:
The proposed project involves pest control maintenance on a scheduled and an as needed basis at existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Contact Person: Justin Nartker, Public Works Director, City of Rocklin, Public Works Department, 4081 Alvis Court, Rocklin, CA, 95677, (916) 625-5500

Date received for Filing: _____

_____
Signature: Justin Nartker, Public Works Director

EXHIBIT A

Facility Locations

Service Location	*Sq Footage*	*APN*	*Service Location*	*Sq Footage*	*APN*
Finnish Temperance 4090 Rocklin Rd	6,604		Parks and Rec 5460 5th St	N/A	
Finnish Temperance 4090 Rocklin Rd	N/A		Rocklin Fire Department #23 4060 Rocklin Rd	15,508	
Rocklin Fire Department #24 3401 Crest Dr	N/A		Quarry Park Amphitheater 4000 Rocklin Rd.	5,476	
Administration Bldg 3970 Rocklin Rd	17,354		Train Depot/City of Commerce 3700 Rocklin Rd	3,400	
City of Rocklin Historic City Hall 3980 Rocklin Rd	4,368		Corp Yard 4081 Alvis Ct.	21,387	
Police Department 4080 Rocklin Rd	38,854		Johnson Springview Park 5480 5th St	1,160	
Event Center 2650 Sunset Blvd	31,148		Kathy Lund Park 6101 West Oaks Blvd	20,538	
Community Center 5480 5th St	18,901		Kathy Lund Park 6101 West Oaks Blvd	N/A	
Rocklin Fire Department #25 2001 Wildcat Blvd	5,302		Margaret Azevedo Park 1900 Wildcat Blvd	1,292	
Twin Oaks Park 5500 Park Dr	428		Peter HIII Heritage Park 5251 Front St	3,213	
Parks and Rec 5460 5th St	8,117		Rocklin Fire Department #24 3401 Crest Dr	10,958	
Parks and Rec 5460 5th St	N/A		Rocklin History Museum 3895 Rocklin Rd	1,471	
Rocklin Fire Department #23	15,508		Twin Oaks Park 5500 Park Dr	2,320	

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR PEST CONTROL SERVICES FOR CITY OF ROCKLIN FACILITIES 2024 TO ADVANCED INTEGRATED PEST MANAGEMENT, INC. (ADVANCED IPM), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR SERVICES

WHEREAS, the Pest Control Services for City of Rocklin Facilities 2024 consists of providing pest control services to City owned facilities on a monthly and as-needed basis; and

WHEREAS, the invitation for bids was advertised on August 22, 2024, and August 29, 2024, with the bid opening Wednesday, September 18, 2024, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, staff identified a discrepancy in the submitted bids related to the contract period, where the first period of the contract is for nineteen (19) months rather than the twelve (12) months that were used in the bid calculations by all bidders; and

WHEREAS, upon recognizing this issue, staff recalculated the bid amounts based on the additional seven (7) months, determined that Advanced Integrated Pest Management, Inc. (Advanced IPM) remained the lowest responsible bid after the adjustment at $78,951, and recommends that the contract for the project be awarded to Advanced IPM; and

WHEREAS, 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 ($11,842.65), bringing the total cost to $90,793.65; 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 fiscal impact as the costs for these services is included in the individual department's budgets as needed.

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

Section 1. The contract for the Pest Control Services for City of Rocklin Facilities 2024 is awarded to Advanced IPM, and the City Manager is authorized to execute the Contract with Advanced IPM, in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 22nd 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

CONTRACT FOR SERVICES

THIS CONTRACT is made on October 22, 2024, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Advanced Integrated Pest Management, Inc. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **Seventy-Eight Thousand, Nine Hundred and Fifty-One Dollars ($78,951.00).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

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

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

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;

v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

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

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

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

3. FACILITIES AND EQUIPMENT

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

4. TERM OF CONTRACT

A. This Agreement shall become effective on December 1, 2024 and shall continue in effect until June 30, 2028 (three (3) years and seven (7) months) unless sooner terminated as provided herein.

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

5. SUSPENSION/TERMINATION

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

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

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

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

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

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be

considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

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

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

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

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

12. SUBCONTRACTING

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

13. ASSIGNABILITY

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

14. INTEREST IN CONTRACT

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

15. MATERIALS CONFIDENTIAL

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

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

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

17. INDEMNITY AND LITIGATION, COSTS

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

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies,

endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

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

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

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

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

B. **Other Insurance Provisions**

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

i. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

iii. **Umbrella or Excess Policy**. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

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

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

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

ix. **Verification of Coverage**. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of

the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents**. This Agreement including Exhibit A – Scope of Work, Exhibit B – Schedule of Performance, Exhibit C – Schedule of Fees, Exhibit D – Certificate of Compliance with Labor Code, Exhibit E – Labor Compliance, Exhibit F – Special Provisions, Exhibit G – Specifications, shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

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

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

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is

evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

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

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

City: City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

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

Contractor: Advanced Integrated Pest Management, Inc.
1482 Stone Point Drive
Roseville, CA 95661

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

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

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

contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

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

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

CONTRACTOR

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A

SCOPE OF WORK

EXTERIOR/INTERIOR

1. Exterior service will be rendered monthly or bi-monthly as identified below. Contractor shall establish with the City's designated representative a set maintenance schedule for all facilities. Any deviation to the set schedule will be communicated in writing and approved in advance by the City's designated representative prior to its implementation.
2. A visual inspection and evaluation will be performed on all buildings, and adjacent areas on during regularly scheduled visit. Conditions that may result in pest activity will be documented and brought to the attention of the City's designated representative.
3. Exterior treatment will be performed to maintain a proactive approach to crawling insects on a monthly or bi-monthly as identified below or as needed depending on activity.
4. Interior service will be rendered on an as needed basis, and is dependent on exterior inspection and/or calls from staff.
5. The interior of the facility will be inspected each service visit for conditions that may result in pest activity, all findings will be documented and communicated to the City's designated representative.
6. Tamper resistant bait stations can be placed on the exterior of the property to monitor and reduce rodent activity. Devices will be inspected monthly or bi-monthly as identified below.
7. Webbing will be performed around building entrances monthly or bi-monthly as identified below.
8. Crack and crevice treatment will be performed as needed with approved materials.

Covered Pests: All flying and crawling insects (eg: Wasps, Hornets, Ants, Earwigs, Crickets, Centipedes, etc...)

All bait Stations will be owned by contractor.

Monthly Services

Service Location	Sq Footage	Service	# Of Monthly Services/Year
Finnish Temperance 4090 Rocklin Rd	6,604	Exterior Pest Control (includes 2 rodent bait stations)	12
Finnish Temperance 4090 Rocklin Rd	N/A	Ground Squirrel Control (includes 4 bait stations)	12
Rocklin Fire Department #24 3401 Crest Dr	N/A	Rodent Control (includes 2 rodent bait stations)	12
Administration Bldg 3970 Rocklin Rd	17,354	Exterior Pest Control	12
City of Rocklin Historic City Hall 3980 Rocklin Rd	4,368	Exterior Pest Control (includes 2 rodent bait stations)	12
Police Department 4080 Rocklin Rd	38,854	Exterior Pest Control	12

Event Center 2650 Sunset Blvd	31,148	Exterior Pest Control (includes 7 rodent bait stations)	12
Community Center 5480 5th St	18,901	Exterior Pest Control (includes 6 rodent bait stations)	12
Rocklin Fire Department #25 2001 Wildcat Blvd	5,302	Exterior Pest Control (includes 4 rodent bait stations)	12
Twin Oaks Park 5500 Park Dr	428	Exterior Pest Control	12
Parks and Rec 5460 5th St	8,117	Exterior Pest Control plus interior of kitchen (includes 2 rodent bait stations)	12
Parks and Rec 5460 5th St	N/A	Additional Rodent Control with traps (includes 2 rodent bait stations)	12
Rocklin Fire Department #23 4060 Rocklin Rd	15,508	Exterior Pest Control	12
Quarry Park Amphitheater 4000 Rocklin Rd.	5,476	Exterior Pest Control of storage and stage	12
Train Depot/City of Commerce 3700 Rocklin Rd	3,400	Exterior Pest Control	12

Bimonthly Services

Service Location	Sq Footage	Service	# Of Bimonthly Services/Year
Corp Yard 4081 Alvis Ct.	21,387	Exterior Pest Control (includes 6 rodent bait stations)	6
Johnson Springview Park 5480 5th St	1,160	Exterior Pest Control (2 snack bars, dugouts, backstops)	6
Kathy Lund Park 6101 West Oaks Blvd	20,538	Exterior and Interior Pest Control (2 snack bars, umpire booth, storage areas)	6
Kathy Lund Park 6101 West Oaks Blvd	N/A	Exterior Rodent Control on storage units for little league (includes 4 rodent bait stations)	6

Margaret Azevedo Park 1900 Wildcat Blvd	1,292	Exterior Pest Control (snack bar, dugouts, backstops and stands)	6
Peter HIll Heritage Park 5251 Front St	3,213	Exterior Pest Control	6
Rocklin Fire Department #24 3401 Crest Dr	10,958	Exterior Pest Control (includes 1 rodent bait station)	6
Rocklin History Museum 3895 Rocklin Rd	1,471	Exterior Pest Control (includes 1 rodent bait station)	6
Twin Oaks Park 5500 Park Dr	2,320	Exterior Pest Control (snack bar and dugouts, includes 2 bait stations)	6
Twin Towers @ Whitney Community Park 1801 Whitney Ranch Pkwy	N/A	Exterior and Interior Pest Control for both towers (includes 4 rodent bait stations)	6
Whitney Community Park 1800 Whitney Ranch Pkwy	10,644	Exterior Pest Control (snack bar and dugouts, includes 2 bait stations)	6

Bird-Out Scope of Service
1. Site is evaluated to determine proper quantity and placement of Bird-Out cartridges.
2. Site is cleaned thoroughly prior to installation.
3. Cartridges applied to service using silicon or other removable adhesive.
4. Cartridges replaced bi-monthly.
5. Bird-Out Aromatic bird repellent boxes to be owned by contractor.

Bird-Out Services			
Service Location	Quantity	Service	# Of Annual Services
Corp Yard 4081 Alvis Ct.	4	Bird Deterrent for Woodpeckers	6
Event Center 2650 Sunset Blvd	5	Bird Deterrent for Woodpeckers	12

As Needed Services

- Additional Rodent Control
- Callback for Additional Pest Services
- Seasonal Insect Callouts
- New Pest Service
- New Bird Deterrent
- New Large Rodent Service
- New Small Rodent Service

Special Provisions

1. Permit Fees
    - Any/all City of Rocklin required/issued permits and city inspections for this project will be issued and/or provided on a no-fee basis.
2. Business License
    - Contractor and all subcontractors will be required to obtain, at their cost, the appropriate business license.
3. Site Security and Cleanup
    - Contractor is responsible to keep site secured at all times and free from hazards. All equipment, materials, and supplies shall be secured throughout the project.

EXHIBIT B

SCHEDULE OF PERFORMANCE

This agreement shall become effective on December 1, 2024, sand shall remain in effect for three (3) years and seven (7) months.

EXHIBIT C

Schedule of Fees

This total compensation shall not exceed Seventy-Eight Thousand, Nine Hundred and Fifty-One Dollars ($78,951). See below for the service rates:

Monthly Services

	Service Location	Sq Footage	Service	# Of Annual Services	Service Offered (Y/N)	Cost per Service		
						December 1, 2024 - June 30, 2026	July 1, 2026 June 30, 2027	July 1, 2027 - June 30, 2028
51	Finnish Temperance 4090 Rocklin Rd	6,604	Exterior Pest Control (includes 2 rodent bait stations)	12		$59.00	$59.00	$62.00
52	Finnish Temperance 4090 Rocklin Rd	N/A	Ground Squirrel Control (includes 4 bait stations)	12		$55.00	$55.00	$58.00
53	Rocklin Fire Department #24	N/A	Rodent Control (includes 2 rodent bait stations)	12		$60.00	$60.00	$63.00
54	Administration Bldg 3970 Rocklin Rd	17,354	Exterior Pest Control	12		$60.00	$60.00	$63.00
55	City of Rocklin Historic City Hall 3980 Rocklin Rd	4,368	Exterior Pest Control (includes 2 rodent bait stations)	12		$58.00	$58.00	$61.00
56	Police Department 4080 Rocklin Rd	38,854	Exterior Pest Control	12		$92.00	$92.00	$97.00
57	Event Center 2650 Sunset Blvd	31,148	Exterior Pest Control (includes 7 rodent bait stations)	12		$125.00	$125.00	$131.00
58	Community Center 5480 5th St	18,301	Exterior Pest Control (includes 6 rodent bait stations)	12		$65.00	$65.00	$68.00
59	Rocklin Fire Department #25 2001 Wildcat Blvd	5,302	Exterior Pest Control (includes 4 rodent bait stations)	12		$71.00	$71.00	$75.00
510	Twin Oaks Park 5500 Park Dr	428	Exterior Pest Control	12		$102.00	$102.00	$107.00
511	Parks and Rec 5460 5th St	8,117	Exterior Pest Control plus interior of kitchen (includes 2 rodent bait	12		$66.00	$66.00	$69.00
512	Parks and Rec 5460 5th St	N/A	Additional Rodent Control with traps (includes 2 rodent bait	12		$65.00	$65.00	$68.00
513	Rocklin Fire Department #23	15,508	Exterior Pest Control	12		$70.00	$70.00	$74.00
514	Quarry Park Amphitheater 4000 Rocklin Rd.	5,476	Exterior Pest Control of storage and stage	12		$90.00	$90.00	$95.00
515	Train Depot/City of Commerce 3700 Rocklin Rd	3,400	Exterior Pest Control	12		$65.00	$65.00	$68.00
A	TOTAL					$20,957.00	$13,236.00	$13,908.00

Bimonthly Services

	Service Location	Sq Footage	Service	# Of Annual Services	Service Offered (Y/N)	Cost per Service: December 1, 2024 - June 30, 2026	Cost per Service: July 1, 2026 - June 30, 2027	Cost per Service: July 1, 2027 - June 30, 2028
B1	Corp Yard 4081 Alvis Ct.	21,387	Exterior Pest Control (includes 6 rodent bait stations)	6		$125.00	$125.00	$131.00
B2	Johnson Springview Park 5480 5th St	1,160	Exterior Pest Control (2 snack bars, dugouts, backstops)	6		$100.00	$100.00	$105.00
B3	Kathy Lund Park 6101 West Oaks Blvd	20,538	Exterior and Interior Pest Control (2 snack bars, umpire booth, storage	6		$95.00	$95.00	$100.00
B4	Kathy Lund Park 6101 West Oaks Blvd	N/A	Exterior Rodent Control on storage units for little league (includes 4 rodent bait stations)	6		$60.00	$60.00	$63.00
B5	Margaret Azevedo Park 1900 Wildcat Blvd	1,232	Exterior Pest Control (snack bar, dugouts, backstops and stands)	6		$102.00	$102.00	$107.00
B6	Peter Hill Heritage Park 5251 Front St	3,213	Exterior Pest Control	6		$105.00	$105.00	$110.00
B7	Rocklin Fire Department #24 3401 Crest Dr	10,358	Exterior Pest Control (includes 1 rodent bait station)	6		$102.00	$102.00	$107.00
B8	Rocklin History Museum 3695 Rocklin Rd	1,471	Exterior Pest Control (includes 1 rodent bait station)	6		$95.00	$95.00	$100.00
B9	Twin Oaks Park 5500 Park Dr	2,320	Exterior Pest Control (snack bar and dugouts, includes 2 bait stations)	6		$100.00	$100.00	$105.00
B10	Twin Towers @ Whitney Community Park 1801 Whitney Ranch Pkwy	N/A	Exterior and Interior Pest Control for both towers (includes 4 rodent bait stations)	6		$104.00	$104.00	$109.00
B11	Whitney Community Park 1800 Whitney Ranch Pkwy	10,644	Exterior Pest Control (snack bar and dugouts, includes 2 bait stations)	6		$100.00	$100.00	$105.00
B	TOTAL					$10,880.00	$6,528.00	$6,852.00

Bird-Out Scope of Service

	Service Location	Quantity	Service	# Of Annual Visits	Service Offered (Y/N)	Cost per Visit: December 1, 2024 - June 30, 2026	Cost per Visit: July 1, 2026 - June 30, 2027	Cost per Visit: July 1, 2027 - June 30, 2028
C1	Corp Yard 4081 Alvis Ct.	4	Bird Deterrent for Woodpeckers	6		$100.00	$100.00	$105.00
C2	Event Center 2650 Sunset Blvd	5	Bird Deterrent for Woodpeckers	12		$100.00	$100.00	$105.00
C	TOTAL					$2,900.00	$1,800.00	$1,890.00

		Cost per Term: December 1, 2024 - June 30, 2026	Cost per Term: July 1, 2026 - June 30, 2027	Cost per Term: July 1, 2027 - June 30, 2028
Bid Totals	For Each Column Add the total for Lines **A, B, and C**	$34,737.00	$21,564.00	$22,650.00
Project Bid Total **(Add all "Costs Per Term" in above row)**		$78,951.00		

As Needed Services:

- Additional Rodent Control – Pricing will be quoted after an inspection is done.
- Callback for Additional Pest Services – Included in monthly/bi-monthly pricing.
- Seasonal Insect Callouts - Included in monthly/bi-monthly pricing.

- New Pest Service - Pricing will be quoted after an inspection is done.
- New Bird Deterrent - Pricing will be quoted after an inspection is done.
- New Large Rodent Service - Pricing will be quoted after an inspection is done.
- New Small Rodent Service - Pricing will be quoted after an inspection is done.

EXHIBIT D

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

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

CONTRACTOR

By: _____
[Name, Title]

EXHIBIT E

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor

employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: City of Rocklin Pest Control Services	
DATE: September 18, 2024	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Advanced IPM	$65,778.00	$	2	✓
2. Pest Pros Pest Solutions	$73,122.00	$	0	No
3. Central Sierra Enterprise, Inc.	$92,686.00	$	2	No
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Megan Bressem, Finance — Date: 9/18/2024

Avinta Singh, City Clerk — Date: 9/18/2024

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Atherton Sewer Truck Line Upgrade Project - Easement Acquisition

Date: October 22, 2024

Submitted By: Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Purchase and Sale Agreement and Necessary Related Documents for the Purchase of an Additional Sewer Easement at 695 Menlo Drive (APN 017-281-010 and APN 017-281-012) for the Northwest Rocklin Sewer Annexation Construction with GAP, INC.

Background:
In 2002, the City of Rocklin annexed the Northwest Rocklin Annexation Area. As part of this annexation, it was determined that the Atherton sewer trunk line would need to be upsized in the future to accommodate growth in the area. In 2013 the City, in coordination with South Placer Municipal Utility District (SPMUD) and developers, approved a Development Impact Fee to provide a financing mechanism to fund sewer trunk line upsizing required for further development in the Northwest Rocklin Annexation Area. The City and SPMUD agreed that the
City would construct the trunk line upsizing at a time in the future when the number of building permits warranted the additional sewer capacity.

In 2022, the number of building permits issued triggered the need to construct the Atherton Sewer Trunk Line Upgrade Project. As the design process for the project progressed, SPMUD informed the City that the existing 15-foot easement for the sewer trunk line was insufficient. SPMUD required the expansion of the easement to a total of 30 feet to accommodate the upsizing of the sewer line.

The City is now prepared to move forward with the acquisition of the necessary expanded sewer easements located at 695 Menlo Drive, owned by Gap, Inc. (APN 017-281-010 and APN 017-281-012). The total area required for the easement is 6,307 square feet.

Staff initiated discussions with Gap, Inc., and the City's consultant successfully negotiated a purchase price of Twenty-Five Thousand Dollars ($25,000) for the easement. This amount does not include any associated escrow fees necessary to complete the transaction. The purchase will be payable in one lump sum.

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has determined that the Additional Sewer Easements for the Atherton Sewer Trunk Line is exempt from the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15061(b)(3).

Fiscal Impact:
This project is funded using Whitney Ranch Trunk Sewer Project Fund (306).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A and B - GAP Agreement
3. Sewer Easement Maps

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS NECESSARY FOR THE PURCHASE OF AN ADDITIONAL SEWER EASEMENT AT 695 MENLO DRIVE (APN 017-281-010 and APN 017-281-012) FOR THE NORTHWEST ROCKLIN SEWER ANNEXATION CONSTRUCTION PROJECT WITH GAP, INC.

WHEREAS, in 2002, the City of Rocklin annexed the Northwest Rocklin Annexation Area, and as part of this annexation determined that the Atherton trunk sewer line would need to be upsized in the future to accommodate growth; and

WHEREAS, because the development of the area has increased the City has constructed the Atherton trunk sewer line upgrade project; and

WHEREAS, during the design of the project South Placer Municipal Utility District determined that the current easement of 15 feet was insufficient and must be increased to 30 feet; and

WHEREAS, this project requires the acquisition of additional sewer easement across the property of 695 Menlo Drive, APN 017-281-010 and APN 017-281-012; and

WHEREAS, such property was appraised by a qualified appraiser, and the City's consultant negotiated a purchase and sale agreement to acquire additional sewer easement across the property of the GAP Inc. for a total amount of Twenty-Five Thousand Dollars ($25,000) along with any associated escrow fees; and

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

Section 1. The recitals set forth above are true and correct.

Section 2. The City Manager is authorized to execute a Purchase and Sale Agreement with the GAP Inc. in the amount of $25,000 along with any associated escrow fees, for the acquisition of a portion of the property at 695 Menlo Drive, APN 017-281-010 and APN 017-281-012, in substantially the form attached hereto as Exhibit "A."

Section 3. The City Manager is authorized to complete, or cause to be completed, all other documents necessary and related to the purchase of the additional sewer easement including acceptance of the sewer easement on behalf of the City.

PASSED AND ADOPTED this 22nd 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

AGREEMENT FOR ACQUISITION OF SEWER EASEMENT

THIS AGREEMENT FOR ACQUISITION OF SEWER EASEMENT ("Agreement") is entered into this 22nd day of October 2024 ("Effective Date"), by and between the CITY OF ROCKLIN, ("PURCHASER"), a municipal corporation of the State of California, and GAP, Inc., a California corporation ("SELLER"). PURCHASER and SELLER may hereinafter be referred to as the "Parties."

RECITALS

A. SELLER is the owner of the real property located at 695 Menlo Drive, Rocklin, CA 95765, also known as Placer County Assessor's Parcel Numbers 017-281-010 and 017-281-012 ("Property").

B. PURCHASER desires to acquire additional sewer easement across the Property, more particularly described and depicted in Exhibit "A" all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of SELLER and pertaining thereto. All attached hereto and by this reference made a part of this Agreement, for the PURCHASER's Northwest Rocklin Sewer Annexation Construction ("Project"), a public works project and public use.

C. On or about August 26, 2022, PURCHASER sent to SELLER a notice of PURCHASER's intent to appraise the Sewer Easement Interest for the purpose of initiating negotiations to acquire said interests for the Project, and pursuant to such notice, PURCHASER obtained an appraisal of the Sewer Easement Interest.

D. Subject to the terms and condition hereof, SELLER desires to sell the PURCHASER the additional sewer easement and the PURCHASER desires to purchase the additional sewer easement from SELLER.

E. The PURCHASER will acquire the additional sewer easement, which includes the sewer easement interests generally depicted in the attached Exhibit "A." Exhibit "A" reflects the easement to be acquired in fee.

NOW, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. CONVEYANCE OF THE EASEMENT. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase from SELLER upon the terms and conditions hereinafter set forth, all right, title, and interest of SELLER in and to the sewer easement interests generally depicted in the attached Exhibit "A," hereinafter referred to as the "Sewer Easement."

2. PURCHASE PRICE. The total purchase price to be paid by the PURCHASER through escrow for the Sewer Easement is Twenty-Five Thousand Dollar ($25,000) along with associated escrow costs, the "Purchase Price." Parties agree that this Purchase Price includes all improvements and severance damages, if any.

3. ESCROW.

a) PURCHASER agrees to open escrow in accordance with this Agreement with _____ (hereinafter referred to as "Escrow Agent"), located at _____(hereinafter referred to as "Escrow Agent"), within two (2) weeks of entering into this Agreement. This Agreement constitutes the joint escrow instructions of PURCHASER and SELLER, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Holder. Escrow Holder to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties agree to do all acts reasonably necessary to close this escrow in the shortest possible time.

b) PURCHASER agrees to deposit Twenty-Five Thousand Dollars [$25,000] (the "Deposit") to an account at such bank as designated by the Escrow Holder. Escrow Holder agrees to hold the Deposit in escrow pursuant to the terms of this Agreement. Any interest earned on the Deposit shall be deemed to be part of the Deposit and shall be paid together with the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be credited to the Purchase Price upon the Closing. The balance of the Purchase Price shall be deposited by PURCHASER's transfer of funds with Escrow Holder on or before the Closing Date, subject to any credits or apportionments as provided for under the terms of this Agreement.

c) Costs.

3.c.1. PURCHASER shall pay all Escrow fees, charges, and costs associated with this real estate transaction, including title insurance premiums.

3.c.2. CANCELLATION CHARGES. If the escrow fails to close by reason of a default by PURCHASER or SELLER hereunder, such defaulting party shall pay all escrow or other charges. If the escrow fails to close for any reason other than default by PURCHASER or SELLER, then PURCHASER shall pay such charges.

4. ACCESS TO THE SEWER EASEMENT.

a) At any time period prior to the Closing, PURCHASER, its agents, employees, consultants, inspectors, appraisers, engineers and contractors shall have the right to enter the Sewer Easement to examine and inspect the same, as well as conduct such tests, studies, investigations and surveys as PURCHASER deems necessary in its sole discretion, to assess utility availability, soil conditions, environmental conditions, physical conditions and the like of the Sewer Easement. In accessing the Sewer Easement, PURCHASER shall

comply with all applicable laws and regulations of application governmental authorities. In connection with such access, neither PURCHASER nor PURCHASER's representatives shall (1) unreasonably interfere with or permit unreasonable interference with any person providing service at the Sewer Easement; or (2) unreasonably interfere with the business of SELLER conducted at the Sewer Easement. PURCHASER shall schedule and coordinate access to the Sewer Easement prior to Closing with SELLER and shall endeavor to provide the SELLER at least three prior business days prior notice thereof. SELLER shall allow PURCHASER's representatives unlimited access to the Sewer Easement.

b) In addition to the provisions of subdivision (a) hereof, PURCHASER and its agents, employees, or contractors shall have the right from the Effective Date until the Close of Escrow, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Sewer Easement. SELLER agrees to cooperate reasonably with PURCHASER and its agents, employees, or contractors in the inspection of the Sewer Easement and agrees to deliver to PURCHASER all information in SELLER's possession or control pertaining to the condition of the Sewer Easement, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

c) PURCHASER agrees to indemnify and hold SELLER harmless from and against all losses, costs, damages, claims, liabilities or expenses (including, without limitation, reasonable and documented attorney's fees and court costs, but excluding consequential and indirect damages) incurred by SELLER arising from or by reason of PURCHASER or PURCHASER's authorized representatives access to, or inspections of the Sewer Easement prior to the close of escrow, except to the extent any such losses, costs, damages, liabilities or expenses are caused by or resulting from (a) any acts or omissions of SELLER; (b) SELLER's negligence or willful misconduct; (c) any preexisting dangerous, illegal, or defective condition at the Sewer Easement. The provisions of this Section shall survive 30 days following the termination of this Agreement.

5. HAZARDOUS MATERIALS/SUBSTANCES.

a) As used in this Agreement, "hazardous materials or substance" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any environmental laws as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous materials" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and

synthetic gas usable as fuel, perchlorate, and methyl tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the environmental laws.

b) To the fullest extent allowed by law, SELLER agrees to unconditionally and fully indemnify, protect, defend (with counsel satisfactory to PURCHASER), and hold PURCHASER and its elected and appointed officers, officials, employees, agents, consultants and contractors harmless from and against any and all claims (including without limitation third party claims for personal injury, real or personal Sewer Easement damage, or damages to natural resources), actions, administrative proceedings (including without limitation both formal and informal proceedings), judgments, damages, punitive damages, penalties, fines, costs (including without limitation any and all costs relating to investigation, assessment, analysis or cleanup of the Sewer Easement), liabilities (including without limitation sums paid in settlements of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the violation of environmental laws or the presence, suspected presence, release, or suspected release, of any hazardous materials in, on or under the Sewer Easement or in or into the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under or within the Sewer Easement, or any portion thereof, except those Costs that arise solely as a result of actions by PURCHASER. The indemnification provided in this paragraph shall apply to and include, but not be limited to, claims or actions brought by or on behalf of employees of SELLER or any of its predecessors in interest and SELLER hereby expressly waives any immunity to which SELLER may otherwise be entitled under any industrial or worker's compensation laws. In the event the PURCHASER suffers or incurs any Costs, SELLER shall pay to PURCHASER the total of all such Costs suffered or incurred by the PURCHASER upon demand therefore by PURCHASER. The indemnification provided by this Section shall include, without limitation, all loss or damage sustained by the PURCHASER due to any hazardous materials: (a) that are present or suspected by a governmental agency having jurisdiction to be present in the Sewer Easement or in the air, soil, soil gas, groundwater, or surface water at, on, about, above, under, or within the Sewer Easement (or any portion thereof) or to have emanated from the Sewer Easement, or (b) that migrate, flow, percolate, diffuse, or in any way move onto, into, or under the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under, or within the Sewer Easement (or any portion thereof) after Effective Date as a result of SELLER's or its predecessors' activities on the Sewer Easement. The provisions of this Section shall survive the termination of this Agreement and the Close of Escrow.

6. PRELIMINARY TITLE REPORT, EXCEPTIONS AND VIOLATIONS.

a) By not later than seven (7) business days following the Effective Date, the PURCHASER may at its discretion obtain a Preliminary Title Report ("Title Report") for the Sewer Easement, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting SELLER's title to the Sewer Easement.

b) PURCHASER may approve or disapprove each exception shown on the Title Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Sewer Easement Interest or that violates any law, rule, or regulation (each an "Exception") within thirty (30) days following the Effective Date. PURCHASER's failure to object within said time period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by the PURCHASER hereunder shall be referred to as the "Approved Exceptions." PURCHASER shall have no need to object to any Mandatory Title Removal Item, which shall automatically be deemed Title Objections. Mandatory Title Removal Items shall mean collectively (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by SELLER against the Sewer Easement on or following the date hereof (other than with the prior written approval of PURCHASER); (ii) any deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments and liens against the Sewer Easement, including without limitation, mechanics liens, tax liens, an real estate taxes, in each case which are due and payable but which remain unpaid and/or of record as of the Closing Date; or (iii) any Title Objections which would not constitute a voluntary lien but which can be removed by the payment of a liquidated sum of money. If SELLER fails to discharge and remove record any Mandatory Title Removal items on or prior to the Closing Date, at PURCHASER's election, such failure shall constitute a SELLER default.

c) If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), the PURCHASER at its discretion may agree in writing to give the SELLER a specified amount of time to allow the SELLER to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to PURCHASER and Escrow Holder all at SELLER's sole cost and expense. SELLER authorizes Escrow Holder to disburse from the cash portion of the Purchase Price and proceeds otherwise disbursable to SELLER upon Close of Escrow the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If SELLER is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the time period specified by the PURCHASER, then the PURCHASER at its sole discretion may terminate this Agreement by giving SELLER written notice of termination. The PURCHASER at its sole discretion may choose to waive in writing any Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved

Exception under this Agreement. If the PURCHASER terminates this Agreement pursuant to this subsection, then the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited in escrow shall be promptly refunded or returned, as the case may be, by Escrow Holder to the depositing party.

d) Violations. SELLER shall pay all fines and penalties assessed against the Sewer Easement for violations of law or municipal ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department or authority, including by not limited to any issued raises or violations discovered by an inspection of the Sewer Easement or any condition or state of repair or disrepair of the Sewer Easement, whether or not note, which, if noted, would result in a violation being placed on the Sewer Easement.

7. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

a) PURCHASER's obligations with respect to the transactions contemplated by this Agreement are subject to the timely satisfaction (or waiver by PURCHASER) of the following conditions on or before the closing date:

7.a.1. Escrow Agent shall obtain and deliver to PURCHASER no later than five (5) business days prior to the Close of Escrow, an irrevocable title commitment for a CLTA Owner's Title Insurance Policy ("Title Policy") (or at PURCHASER's election, an ALTA Owner's Title Insurance Policy) in the amount of the Purchase Price for the benefit and protection of PURCHASER, showing fee simple title to the Sewer Easement Interest being acquired in fee, vested in PURCHASER, subject only to the Permitted Exceptions and the standard preprinted exceptions for the form of policy selected by PURCHASER, including such endorsements as may reasonably be requested by PURCHASER, and irrevocably committing the title company to issue the Title Policy to PURCHASER upon the Close of Escrow.

7.a.2. SELLER shall have duly performed each and every covenant of SELLER hereunder.

7.a.3. All representations and warranties made by SELLER hereunder shall be true and correct as if made on and of the closing date.

7.a.4. The physical condition of the Sewer Easement shall be in substantially the same condition as on the Effective Date.

7.a.5. SELLER shall have delivered to the Escrow Holder each of the items required to be delivered by SELLER.

b) If any one or more of the conditions set forth above are not satisfied or otherwise expressly waived in writing by PURCHASER on or prior to the Closing Date, PURCHASER may elect in PURCHASER's sole discretion, to terminate this Agreement in which event Escrow Holder shall return the Deposit to PURCHASER, upon such refund being made this Agreement shall terminate and the parties shall have no further liability hereunder

except with respect to those obligations which expressly survive the termination of this Agreement.

c) The Closing shall constitute conclusive evidence that PURCHASER has waived any conditions set forth above, which are not satisfied as of the Closing, unless otherwise set forth in a separate writing.

8. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS.

a) SELLER's obligations with respect to the transactions contemplated by the Agreement are subject to the timely satisfaction (or waiver by SELLER) of the following conditions on or before the Closing Date:
   8.a.1. PURCHASER shall have duly performed in all material respects the covenants of PURCHASER hereunder.
   8.a.2. PURCHASER's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date.
   8.a.3. PURCHASER shall have delivered to escrow each of the items, including the balance of the Purchase Price, required to be delivered by PURCHASER pursuant to this Agreement.
b) If any one or more the of the conditions set forth above are not satisfied or otherwise expressly waived in writing by SELLER on or prior to the Closing Date, SELLER may elect, in SELLER's commercially reasonable discretion, to terminate this Agreement in which event Escrow Holder shall return the Deposit to PURCHASER, so long as PURCHASER is otherwise entitled thereto, and upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder except with respect to those obligations which expressly survive the termination of this Agreement.
c) The Closing shall constitute conclusive evidence that SELLER has waived any conditions set forth above which are not satisfied as of the Closing, unless set forth in a separate writing.

9. CLOSING

a) Closing Date. The closing of the transaction contemplated by this Agreement shall occur at ___ pm on ___, 2024, the "Closing Date," through an escrow closing with the Escrow Holder in accordance with this provision and any other instructions to the Escrow Holder, which must be consistent with the terms of this Agreement ("Escrow Instructions"). In the event of any conflict between the provisions of this Agreement and any supplementary instructions, the terms of this Agreement shall control.

b) Closing Extension. PURCHASER shall be entitled to extend the Closing Date two times for 45 days each, for a total of 90 days, by delivering written notice to the SELLER no later than ten business days prior to the scheduled Closing Date.

c) SELLER'S Closing Deliverables. No later than one business day prior to the Closing Date, SELLER shall deliver or cause to be delivered to the Escrow Holder, one original (unless otherwise indicated) of the following, (collectively the "SELLER's Closing Deliverables"):

9.c.1. A sewer easement in the form attached hereto and made a part hereof as Exhibit A, duly executed by SELLER and otherwise in proper form for recording so as to convey the Sewer Easement interest to the PURCHASER, as required by this Agreement.

9.c.2. Any other documents required by the Escrow Holder to close the real Sewer Easement transaction.

d) Closing Statement. At least one business day prior to the Closing Date, Escrow Holder shall prepare and deliver for SELLER and PURCHASER's review and approval a final closing statement for each party.

e) Disbursements and Other Actions by Escrow Holder. At the Closing, Escrow Holder shall promptly undertake all of the following in the manner indicated:

9.e.1. Record the Sewer Easement in the Official Records of Placer County, California, with no intervening liens between the effective date of the Title Commitment and the recording of the documents;

9.e.2. Disburse the funds deposited with Escrow Holder in accordance with each party's respective Closing Statement;

9.e.3. Deliver to PURCHASER (i) a conformed copy of the Sewer Easement showing the application recording information thereon; (ii) a copy of the final Closing Statement; and (iii) originals (or copies where originals are not available) of each other non-recorded documents submitted into escrow by PURCHASER and SELLER; and

9.e.4. Deliver to PURCHASER the Title Policy.

10. CONVEYANCE OF TITLE TO SEWER EASEMENT INTEREST AND WORK TO BE PERFORMED BY THE PURCHASER.

a) At Close of Escrow, SELLER agrees to convey to PURCHASER the Sewer Easement described and depicted in Exhibit "A".

b) The PURCHASER is performing for the Project in the acquisition of the Sewer Easement areas at its sole cost and expense.

11. SUBORDINATION. Prior to closing, the SELLER shall acquire from all lien holders their consent and agreement to subordinate such liens to the Sewer Easement in a form acceptable to PURCHASER for recordation at the close of escrow.

12. ACCESS. PURCHASER agrees to maintain access to and from Rocklin Road and/or Pacific Street and the Sewer Easement for vehicular traffic during business hours and/or provide another entrance to the Sewer Easement during construction of the Project.

13. NOTICE TO TENANTS. This agreement is expressly made between the PURCHASER and the SELLER. The PURCHASER has not reviewed, nor does it have access to any lease or rental agreements with any of SELLER's tenants. SELLER is responsible for any notification to its tenants and for any terms of any lease or rental agreements between SELLER and its tenants.

14. RELEASE AND SELLER INDEMNIFICATION. Except for instances involving a breach by PURCHASER of its obligations under this Agreement, SELLER releases, remises, acquits and forever discharges PURCHASER, its employees, agents, attorneys and other representatives (collectively "Released Parties") from and against any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities and expenses, WHETHER KNOWN OR UNKNOWN, direct or indirect, foreseeable or unforeseeable, by any and all, current and/or future tenants, which concern or in any way relate to the PURCHASER's acquisition of the Sewer Easement Interest, including, but not limited to, any and all claims for greater compensation, severance damages, litigation fees, costs, damages, loss of goodwill, real Sewer Easement, furniture, fixtures and equipment, and interest.

SELLER expressly waives any and all rights SELLER may have under § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

All of the provisions of this Section 16 shall survive the Close of Escrow.

15. LEASE WARRANTY. SELLER warrants that there are no oral leases on all or any portion of the Sewer Easement exceeding a period of one month. SELLER agrees to execute a complete, current, and correct statement of rentals (if any) on a form furnished to SELLER and deliver same to PURCHASER within fifteen (15) days after executing this Agreement with copies of any current written leases or rental agreements attached.

SELLER warrants that the rental statement (if any) referred to shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded) and SELLER agrees to defend and hold PURCHASER harmless from all liability from any such leases or agreements. SELLER agrees to defend and hold PURCHASER harmless and reimburse PURCHASER for any and all of its losses and expenses occasioned by reason of any lease of the Sewer Easement held by any tenant of SELLER for a period exceeding one month, if any.

16. LOSS OR DAMAGE. Loss or damage to the Sewer Easement Interest area or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of SELLER and the PURCHASER may elect to terminate this Agreement.

In the event that loss or damage to the real Sewer Easement or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, PURCHASER may elect to require SELLER to assign or pay to PURCHASER the proceeds of any insurance which may become payable to SELLER, or to permit such proceeds to be used for the restoration of the damage done, if any.

17. WARRANTIES, REPRESENTATIONS, AND COVENANTS

a) SELLER warrants, represents, and/or covenants to PURCHASER that:

17.a.1. To the best of SELLER's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Sewer Easement or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, including related to hazardous substances.

17.a.2. SELLER has or will deliver or make available to PURCHASER complete copies of all due diligence materials to the extent in SELLER's possession or under SELLER's control with regard to the Sewer Easement, and there are no other documents or due diligence information requested by PURCHASER, that have not been provided to PURCHASER.

17.a.3. To SELLER's knowledge, none of such due diligence materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained herein not misleading in any material respect.

17.a.4. SELLER has not placed any and to SELLER's knowledge, there are no Hazardous Material installed, stored in, or otherwise existing at on, in, or under the Sewer Easement in violation of any Environmental laws.

17.a.5. SELLER has not filed any voluntary or had any involuntarily filed against it in any court or with any governmental body pursuant to any federal or state law, a petition in bankruptcy or insolvency; suffered an attachment or other judicial seizure of its assets; given notice to any person or governmental body of insolvency; or made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors.

17.a.6. The Sewer Easement crosses two legal lots or parcels. The Sewer Easement is not encumbered by a declaration or other agreement transferring any development rights or air rights appurtenant to the Sewer Easement to any other Sewer Easement.

17.a.7. During the period from the effective date of this Agreement until the Closing Date, SELLER shall maintain the Sewer Easement in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Sewer Easement.

17.a.8. During the period from the effective date of this Agreement until the Closing Date, SELLER shall not do anything which would impair SELLER's title to any of the Sewer Easement.

17.a.9. To the best of SELLER's knowledge, neither the execution of this Agreement nor the performance of the obligations set forth in it will conflict with, or breach, any of

the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which SELLER's Sewer Easement may be bound.

17.a.10. During the period from the effective date of this Agreement until the Closing Date, SELLER shall, upon learning of any fact or condition which would cause any of the warranties, representations and covenants in this Agreement not to be true, immediately give written notice of such fact or condition to PURCHASER.

17.a.11. SELLER is not "foreign persons" within the meaning of §1445(f)(3) of the Internal Revenue Code of 1986, as amended, and does not have non-foreign status under California Revenue and Taxation Code §18692 and §18668.

17.a.12. No condition on the Sewer Easement violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

17.a.13. SELLER shall not permit any liens, encumbrances, or easements to be placed on the Sewer Easement, other than the Approved Exceptions, nor shall SELLER enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Sewer Easement that would be binding on PURCHASER or the Sewer Easement after the Close of Escrow without the prior written consent of PURCHASER.

17.a.14. Any information that SELLER has delivered to PURCHASER, either directly or through SELLER's agents, is accurate and SELLER has disclosed all material facts concerning the operation, development, or condition of the Sewer Easement.

17.a.15. SELLER is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, is qualified to conduct business in the State of California, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

17.a.16. The execution, delivery, and performance of this Agreement by SELLER and all agreements, instruments, and documents herein provided to be executed by SELLER on the Closing Date: (i) do not violate the corporate documents of SELLER, or any contract, agreement, commitment, lease, order, judgment or decree to which SELLER is a party; and (ii) have been duly authorized by SELLER's corporation. The individuals executing this Agreement and the instruments referenced herein on behalf of SELLER have the legal power, right and actual authority to bind SELLER to the terms and conditions hereof and thereof. This Agreement is valid and binding upon SELLER, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditor's rights generally.

17.a.17. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon SELLER which has not been previously obtained.

17.a.18. The representations and warranties of SELLER set forth herein shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

b) PURCHASER warrants, represents and/or covenants to SELLER that:

17.b.1. PURCHASER is duly organized validly existing, and in good standing under California law.

17.b.2. The execution, delivery and performance of this Agreement and any of the other documents executed and delivered on behalf of PURCHASER have been duly and validly authorized by all necessary action and proceedings.

17.b.3. The person executing this Agreement is duly appointed and authorized by PURCHASER to execute such documents.

17.b.4. No consent from or notice to any governmental authority, other than the City Council of the City of Rocklin, or any other person or entity is required to permit PURCHASER to execute, deliver and perform this Agreement in accordance with its terms.

18. REMEDIES

a) If PURCHASER defaults in the observance or performance of PURCHASER's obligations under this Agreement without good cause, and the Closing does not occur as a result thereof, SELLER's sole and exclusive remedy shall be to retain the Deposit plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for a PURCHASER default., and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF APPLICABLE LAW, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677.

b) If SELLER breaches any of its representation or warranties or fails to perform any of the covenants or agreements contained herein which are to be performed by SELLER, PURCHASER shall have the right to exercise any or all of the following remedies: (i) waive such failure and proceed to the Closing with no reduction in the Purchase Price; provided, however, that this provision will not limit PURCHASER's right to received reimbursement for attorneys' fees in connection with any legal proceedings instituted by

either party or Escrow Holder with respect to the enforcement of this Agreement, nor waive or affect SELLER's indemnity obligations under this Agreement or PURCHASER's rights to enforce those indemnity obligations, nor waive or affect any of SELLER's other obligations under this Agreement to be performed after the Closing or PURCHASER's rights to enforce those obligations; (ii) exercise any of its other rights or remedies PURCHASER may have at law or in equity, including without limitation the filing of an action for specific performance to cause SELLER to convey the Sewer Easement to PURCHASER pursuant to the terms and conditions of this Agreement; or (iii) terminate this Agreement by notice to SELLER and Escrow Holder to that effect, to recover the full amount of the Deposit and all earnings thereon, and to recover all damages and seek such other relief at law or in equity to which PURCHASER may be entitled as a result of SELLER's breach.

19. AUTHORITY; DUE EXECUTION; ENFORCEABILITY. SELLER has the full right, power and authority to execute, deliver and perform all obligations of SELLER under this Agreement and all other instruments delivered or to be delivered by SELLER prior to the Close of Escrow, and the execution, performance and delivery of this Agreement and the instruments by SELLER have been duly authorized by all requisite actions. The persons executing this Agreement and the instruments on behalf of SELLER have been duly authorized to do so. This Agreement and said instruments constitute valid and binding obligations of SELLER, enforceable in accordance with their respective terms.

20. NO CONFLICT. SELLER's execution, delivery and performance of its obligations under this Agreement and any other documents will not constitute a default or a breach under any contract, agreement or order to which SELLER is a party, by which SELLER is bound, or which affects the Sewer Easement or any part thereof. Without limiting the generality of the foregoing, the sale of the Sewer Easement Interest pursuant to this Agreement does not violate the terms of any partnership, limited liability company agreement, or other agreement to which SELLER or any of the individuals comprising SELLER is a party, nor is the consent of any third party required for the sale of the Sewer Easement Interest pursuant to this Agreement.

21. BROKERS. The parties hereto warrant and represent to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each party agrees to indemnify and hold harmless the other party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

22. CONTINGENCY. It is understood and agreed between the Parties that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the PURCHASER of this Agreement. The execution of this document and the delivery of same to Escrow Agent constitutes said acceptance and approval.

23. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

24. SUCCESSORS. This Agreement shall inure to the benefit of and shall be binding on the Parties to this Agreement and their respective heirs, executors, administrators, assigns and successors.

25. ATTORNEYS' FEES. If litigation is commenced between the Parties concerning the interpretation or enforcement of this Agreement, the prevailing party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include, without limitation, a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or, the party determined to be the prevailing party by a court of law.

26. NOTICES. Notices and other deliveries pursuant to this Agreement may be delivered by private messenger service, overnight mail, hand service or facsimile. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by (or on the date receipt was refused by) the party; provided, however, that all notices and documents delivered by overnight service shall be deemed received the next business day after deposit with a reputable overnight courier or delivery service for overnight delivery.

The address of the Parties shall for all purposes be the following, unless otherwise changed by the party by notice to the other as provided in this paragraph:

TO PURCHASER:
CITY of Rocklin
Attention: Aly Zimmermann
3970 Rocklin Road
Rocklin, CA 95677
(916) 625-5583
Alyz@rocklin.ca.us

TO SELLER:
GAP, Inc.
Address
City, State
Phone Number
Email

27. ENTIRE AGREEMENT. This Agreement, its exhibits, and the documents referenced herein contain the entire agreement between the Parties to this Agreement and it shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest. Neither party relies upon any warranty or representation not contained in this Agreement.

28. SEVERABILITY. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall

continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

29. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

30. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of PURCHASER shall be personally liable to SELLER or its successors in interest in the event of any default or breach by PURCHASER or for any amount which may become due to SELLER or its successors in interest pursuant to this Agreement.

31. TIME OF THE ESSENCE. Time is of the essence for each condition, term, obligation and provision of this Agreement.

32. WAIVERS; MODIFICATION. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

33. PROVISIONS NOT MERGED WITH DEEDS. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, if any, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein.

Without limiting the generality of the foregoing:

i) SELLER's representations, warranties and covenants contained herein shall survive the Close of Escrow;

ii) All provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement, shall do so; and

iii) PURCHASER and SELLER intend that the disclosures, indemnities, and releases provided in this Agreement will survive the termination of this Agreement, the Close of Escrow and the transfer of the Sewer Easement to PURCHASER.

34. CAPTIONS; CONSTRUCTION. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this

Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

35. ACTION OR APPROVAL. Where action and/or approval by PURCHASER is required under this Agreement, PURCHASER's Manager may act on and/or approve such matter unless the PURCHASER Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

36. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. PURCHASER and SELLER agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the Placer County (the "Sewer Easement Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Sewer Easement Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. PURCHASER and SELLER each irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation, and waive any other venue to which such party might be entitled by virtue of domicile, habitual residence or otherwise. The provisions of this Section shall survive the Close of Escrow and the termination of this Agreement.

37. TIME FOR PERFORMANCE. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

38. FURTHER ASSURANCES. PURCHASER and SELLER each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution of any additional documents which may be required to effectuate the transactions contemplated hereby.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the PURCHASER of Rocklin, a municipal corporation, has authorized the execution of this Agreement by its PURCHASER Manager and attestation by its Clerk by Resolution No. _____, adopted by the City Council of the City of Rocklin on the _____ _____day of _____, 20_____, and PURCHASER having caused this Agreement to be duly executed.

PURCHASER:
THE CITY OF ROCKLIN

Dated: _____ By: _____
Aly Zimmermann, City Manager

SELLER:
GAP, Inc.

Dated: _____ By: _____
Name, Title, Company

Dated: _____ By: _____

Name, Title, Company

Exhibit "A"
Legal Description 2A/Plat Map 2B for Sewer Easement

30-FOOT WIDE SANITARY SEWER EASEMENT
EXHIBIT "2A"

A PARCEL OF LAND, BEING A PORTION OF LOT 4, "TRACT NO. 593 STANFORD RANCH TECH-CENTER", FILED IN BOOK O OF MAPS, AT PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY (ORPC), IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT THE CENTERLINE INTERSECTION OF ATHERTON ROAD (60 FEET WIDE) AND MENLO DRIVE (60 FEET WIDE) AS SHOWN ON "TRACT NO. 602 ATHERTON TECH CENTER", FILED IN BOOK O OF MAPS, AT PAGE 45, (ORPC), BEING MARKED BY A BRONZE CAP STAMPED R.C.E. 21478 IN A MONUMENT WELL, FROM WHICH A RAILROAD SPIKE STAMPED R.C.E. 21478 BEARS NORTH 37° 10'00" EAST, A DISTANCE OF 156.29 FEET, AND FORMS THE BASIS OF BEARINGS FOR THIS DESCRIPTION,

THENCE, SOUTH 09°25'56" EAST, A DISTANCE OF 508.77 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 4, BEING COMMON WITH THE SOUTHWESTERLY LINE OF LOT 7 OF SAID "TRACT NO. 602 ATHERTON TECH CENTER", SAID POINT ALSO BEING ON THE STATION LINE OF A 15 FOOT WIDE SANITARY SEWER EASEMENT AS DESCRIBED AND RECORDED IN BOOK 2690, AT PAGE 957 (ORPC), BEING THE BEGINNING OF A CURVE TO THE LEFT, BEARING A RADIAL LINE OF SOUTH 88°10'09" EAST, SAID POINT BEING NORTH 67°18'54" WEST, A DISTANCE OF 43.06 FEET FROM THE SOUTH CORNER OF SAID LOT 7, BEING THE **TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION,

SAID EASEMENT SIDELINES ARE LYING 18.00 FEET TO THE RIGHT, AND 12.00 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED LINE, ALSO BEING COMMON WITH SAID STATION LINE,

THENCE, ALONG SAID STATION LINE, AND SAID CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 01°45'22", AN ARC DISTANCE OF 16.55 FEET, HAVING A CHORD BEARING OF SOUTH 00°57'13" WEST, A CHORD DISTANCE OF 16.55 FEET,

THENCE, SOUTH 00°04'32" WEST, A DISTANCE OF 87.44 FEET, TO THE SOUTHWESTERLY LINE OF SAID LOT 4, BEING COMMON WITH THE NORTHEASTERLY LINE OF PROPERTY OWNED BY GPS MANAGEMENT SERVICES, INC, AS RECORDED IN DEED 2000-0068027, (ORPC), AND BEING THE TERMINUS OF THIS DESCRIBED LINE,

EXCEPTING THEREFROM, 10 FEET ON THE RIGHT SIDE, AND 5 FEET ON THE LEFT SIDE, OF SAID STATION LINE, OR ANY PORTION WITHIN SAID EASEMENT DESCRIBED IN BOOK 2690, PAGE 957 (ORPC),

ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE SAID NORTHEASTERLY LINE LOT 4, BEING COMMON WITH SAID SOUTHWESTERLY LINE OF LOT 7, AND SAID SOUTHWESTERLY LINE OF LOT 4, BEING COMMON WITH SAID NORTHEASTERLY LINE OF PROPERTY OWNED BY GPS MANAGEMENT SERVICES, INC, AS RECORDED IN DEED 2000-0068027, (ORPC)

CONTAINING 1,560 SQUARE FEET OR 0.04 ACRES, MORE OR LESS, AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF:

SUBJECT TO: ALL COVENANTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

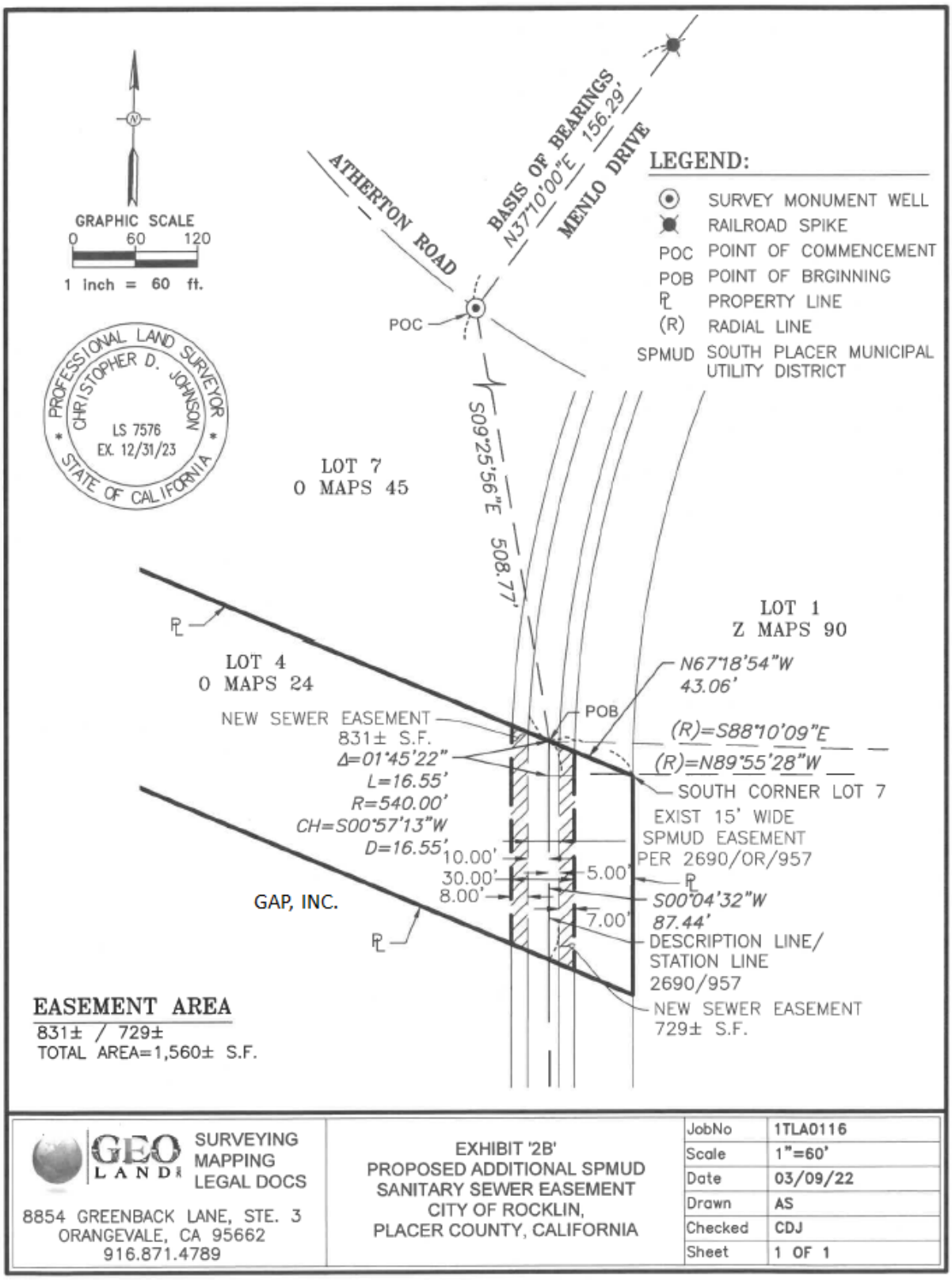
END OF DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

Christopher D. Johnson, L.S. 7576



03/03/2022



GEO LAND SURVEYING MAPPING LEGAL DOCS 8854 GREENBACK LANE, STE. 3 ORANGEVALE, CA 95662 916.871.4789	EXHIBIT '2B' PROPOSED ADDITIONAL SPMUD SANITARY SEWER EASEMENT CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA

JobNo	1TLA0116
Scale	1"=60'
Date	03/09/22
Drawn	AS
Checked	CDJ
Sheet	1 OF 1

Legal Description 3A/Plat Map 3B for Sewer Easement

30-FOOT WIDE SANITARY SEWER EASEMENT
EXHIBIT "3A"

A PARCEL OF LAND, BEING A PORTION OF LAND OWNED BY GPS MANAGEMENT SERVICES, INC, AS RECORDED IN DEED 2000-0068027, OFFICIAL RECORDS OF PLACER COUNTY (ORPC), IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT THE CENTERLINE INTERSECTION OF ATHERTON ROAD (60 FEET WIDE) AND MENLO DRIVE (60 FEET WIDE) AS SHOWN ON "TRACT NO. 602 ATHERTON TECH CENTER", FILED IN BOOK O OF MAPS, AT PAGE 45, (ORPC), BEING MARKED BY A BRONZE CAP STAMPED R.C.E. 21478 IN A MONUMENT WELL, FROM WHICH A RAILROAD SPIKE STAMPED R.C.E. 21478 BEARS NORTH 37° 10'00" EAST, A DISTANCE OF 156.29 FEET, AND FORMS THE BASIS OF BEARINGS FOR THIS DESCRIPTION,

THENCE, SOUTH 07°47'57" EAST, A DISTANCE OF 611.53 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LAND OWNED BY GPS MANAGEMENT SERVICES, INC., BEING COMMON WITH THE SOUTHWESTERLY LINE OF PARCEL 4, "TRACT NO. 593 STANFORD RANCH TECH-CENTER", FILED IN BOOK O OF MAPS, AT PAGE 24, (ORPC), SAID POINT ALSO BEING ON THE STATION LINE OF A 15 FOOT WIDE SANITARY SEWER EASEMENT AS DESCRIBED AND RECORDED IN BOOK 2690, AT PAGE 957 (ORPC), SAID POINT BEING NORTH 67°04'38" WEST, A DISTANCE OF 43.41 FEET FROM THE MOST EASTERLY CORNER OF SAID LAND OWNED BY GPS MANAGEMENT SERVICES, INC., BEING THE **TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION,

SAID EASEMENT SIDELINES ARE LYING 18.00 FEET TO THE RIGHT, AND 12.00 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED LINE, ALSO BEING COMMON WITH SAID STATION LINE,

THENCE, ALONG SAID STATION LINE, SOUTH 00°04'32" WEST, A DISTANCE OF 164.38 FEET, TO THE SOUTHERLY LINE OF SAID PROPERTY OWNED BY GPS MANAGEMENT SERVICES, INC, AND BEING THE TERMINUS OF THIS DESCRIBED LINE,

EXCEPTING THEREFROM, 10 FEET ON THE RIGHT SIDE, AND 5 FEET ON THE LEFT SIDE, OF SAID STATION LINE, OR ANY PORTION WITHIN SAID EASEMENT DESCRIBED IN BOOK 2690, PAGE 957 (ORPC),

ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE SAID NORTHEASTERLY LINE OF LAND OWNED BY GPS MANAGEMENT SERVICES, INC., BEING COMMON WITH SAID SOUTHWESTERLY LINE OF PARCEL 4, AND SAID SOUTHERLY LINE OF PROPERTY OWNED BY GPS MANAGEMENT SERVICES, INC,

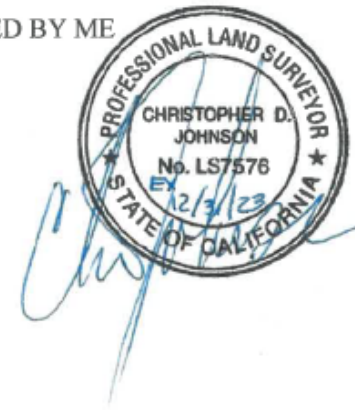
CONTAINING 2,489 SQUARE FEET OR 0.06 ACRES, MORE OR LESS, AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF:

SUBJECT TO: ALL COVENANTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

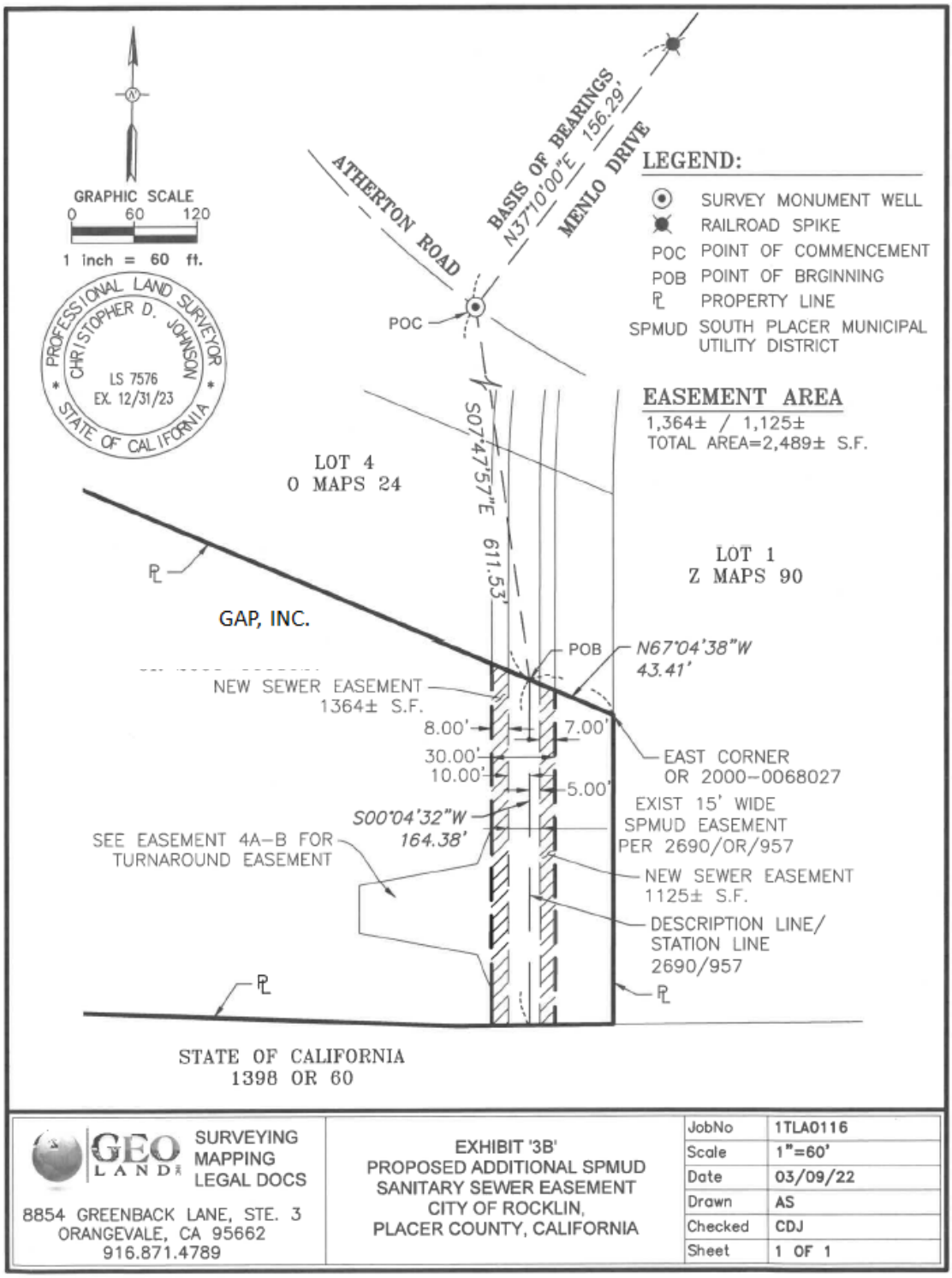
END OF DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

Christopher D. Johnson, L.S. 7576



03/03/2022



GEO LAND SURVEYING MAPPING LEGAL DOCS 8854 GREENBACK LANE, STE. 3 ORANGEVALE, CA 95662 916.871.4789	EXHIBIT '3B' PROPOSED ADDITIONAL SPMUD SANITARY SEWER EASEMENT CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA	JobNo 1TLA0116 Scale 1"=60' Date 03/09/22 Drawn AS Checked CDJ Sheet 1 OF 1

Legal Description 4A/Plat Map 4B for Sewer Easement

TURNAROUND EASEMENT
EXHIBIT "4A"

A PARCEL OF LAND, BEING A PORTION OF LAND OWNED BY GPS MANAGEMENT SERVICES, INC, AS RECORDED IN DEED 2000-0068027, OFFICIAL RECORDS OF PLACER COUNTY (ORPC), IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT THE CENTERLINE INTERSECTION OF ATHERTON ROAD (60 FEET WIDE) AND MENLO DRIVE (60 FEET WIDE) AS SHOWN ON "TRACT NO. 602 ATHERTON TECH CENTER", FILED IN BOOK O OF MAPS, AT PAGE 45, (ORPC), BEING MARKED BY A BRONZE CAP STAMPED R.C.E. 21478 IN A MONUMENT WELL, FROM WHICH A RAILROAD SPIKE STAMPED R.C.E. 21478 BEARS NORTH 37° 10'00" EAST, A DISTANCE OF 156.29 FEET, AND FORMS THE BASIS OF BEARINGS FOR THIS DESCRIPTION,

THENCE, SOUTH 07°47'57" EAST, A DISTANCE OF 611.53 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LAND OWNED BY GPS MANAGEMENT SERVICES, INC., BEING COMMON WITH THE SOUTHWESTERLY LINE OF PARCEL 4, "TRACT NO. 593 STANFORD RANCH TECH-CENTER", FILED IN BOOK O OF MAPS, AT PAGE 24, (ORPC), SAID POINT ALSO BEING ON THE STATION LINE OF A 15 FOOT WIDE SANITARY SEWER EASEMENT AS DESCRIBED AND RECORDED IN BOOK 2690, AT PAGE 957 (ORPC), SAID POINT BEING NORTH 67°04'38" WEST, A DISTANCE OF 43.41 FEET FROM THE MOST EASTERLY CORNER LAND OWNED BY GPS MANAGEMENT SERVICES, INC.,

THENCE, ALONG SAID STATION LINE, SOUTH 00°04'32" WEST, A DISTANCE OF 70.46 FEET,

THENCE, LEAVING SAID STATION LINE, NORTH 89°51'28" WEST, A DISTANCE OF 18.00 FEET, TO A POINT BEING 18.00 FEET, AT RIGHT ANGLES, TO SAID STATION LINE, BEING THE **TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION,

THENCE, SOUTH 22°11'06" WEST, A DISTANCE OF 18.28 FEET,

THENCE, SOUTH 79°46'15" WEST, A DISTANCE OF 57.04 FEET,

THENCE, SOUTH 00°04'32" WEST, A DISTANCE OF 22.68 FEET,

THENCE, SOUTH 79°37'11" EAST, A DISTANCE OF 57.04 FEET,

THENCE, SOUTH 22°02'02"EAST, A DISTANCE OF 18.28 FEET, TO A POINT BEING 30.00 FEET, AT RIGHT ANGLES, TO SAID STATION LINE,

THENCE, PARALLEL WITH, AND 18.00 FEET WEST OF SAID STATION LINE, NORTH 00°04'32 EAST, A DISTANCE OF 76.95 FEET, TO THE POINT OF BEGINNING,

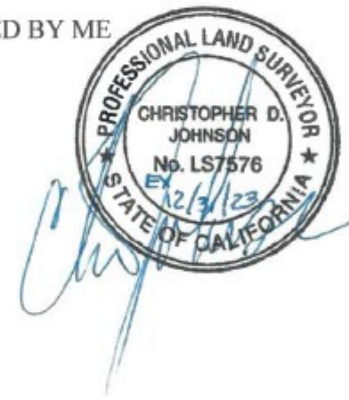
CONTAINING 2,258 SQUARE FEET OR 0.05 ACRES, MORE OR LESS, AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF:

SUBJECT TO: ALL COVENANTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

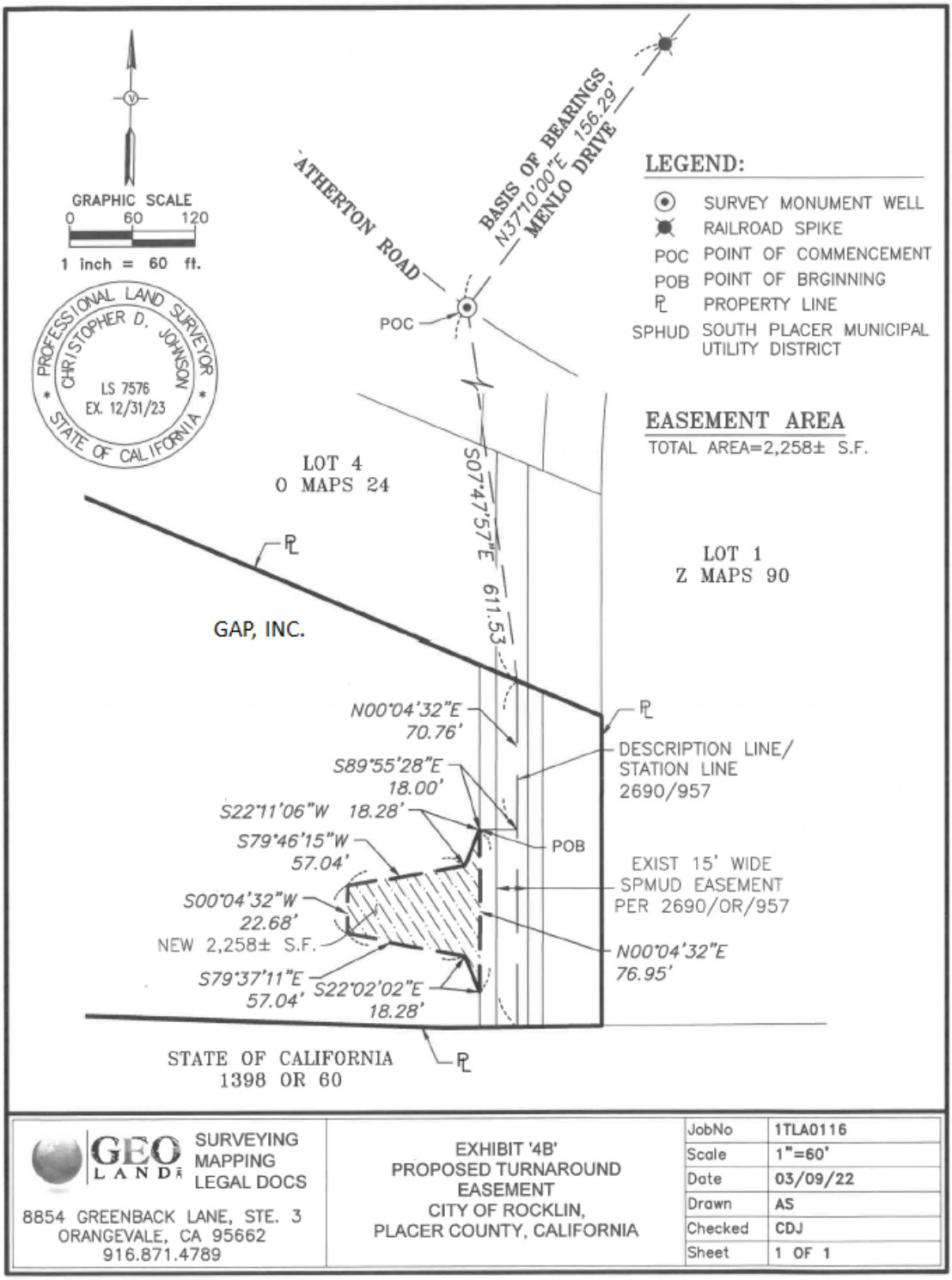
END OF DESCRIPTION

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

Christopher D. Johnson, L.S. 7576



03/03/2022

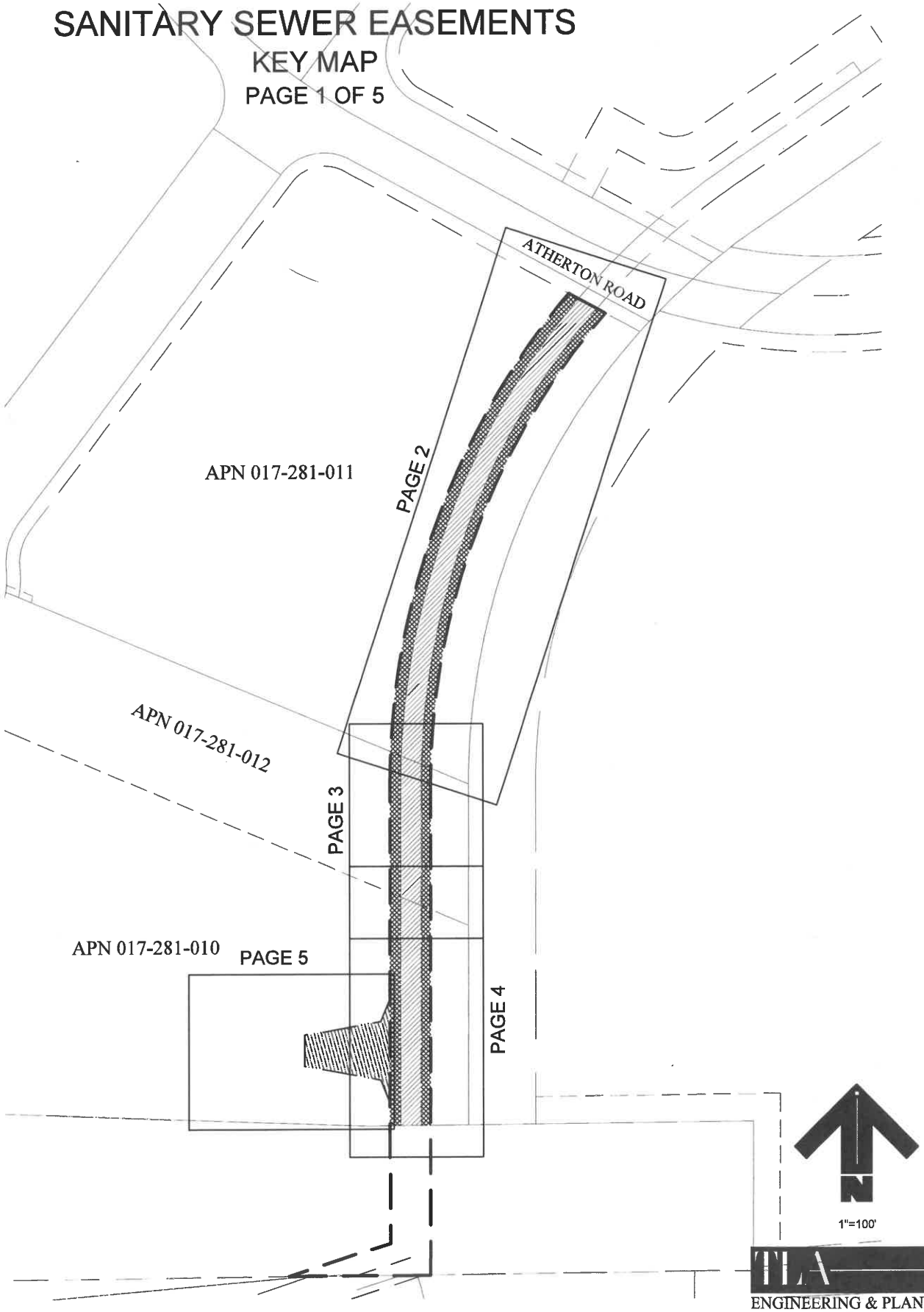


GEO LAND SURVEYING MAPPING LEGAL DOCS 8854 GREENBACK LANE, STE. 3 ORANGEVALE, CA 95662 916.871.4789	EXHIBIT '4B' PROPOSED TURNAROUND EASEMENT CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA	JobNo: 1TLA0116 Scale: 1"=60' Date: 03/09/22 Drawn: AS Checked: CDJ Sheet: 1 OF 1

PROPOSED ADDITIONAL SPMUD SANITARY SEWER EASEMENTS

KEY MAP

PAGE 1 OF 5



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

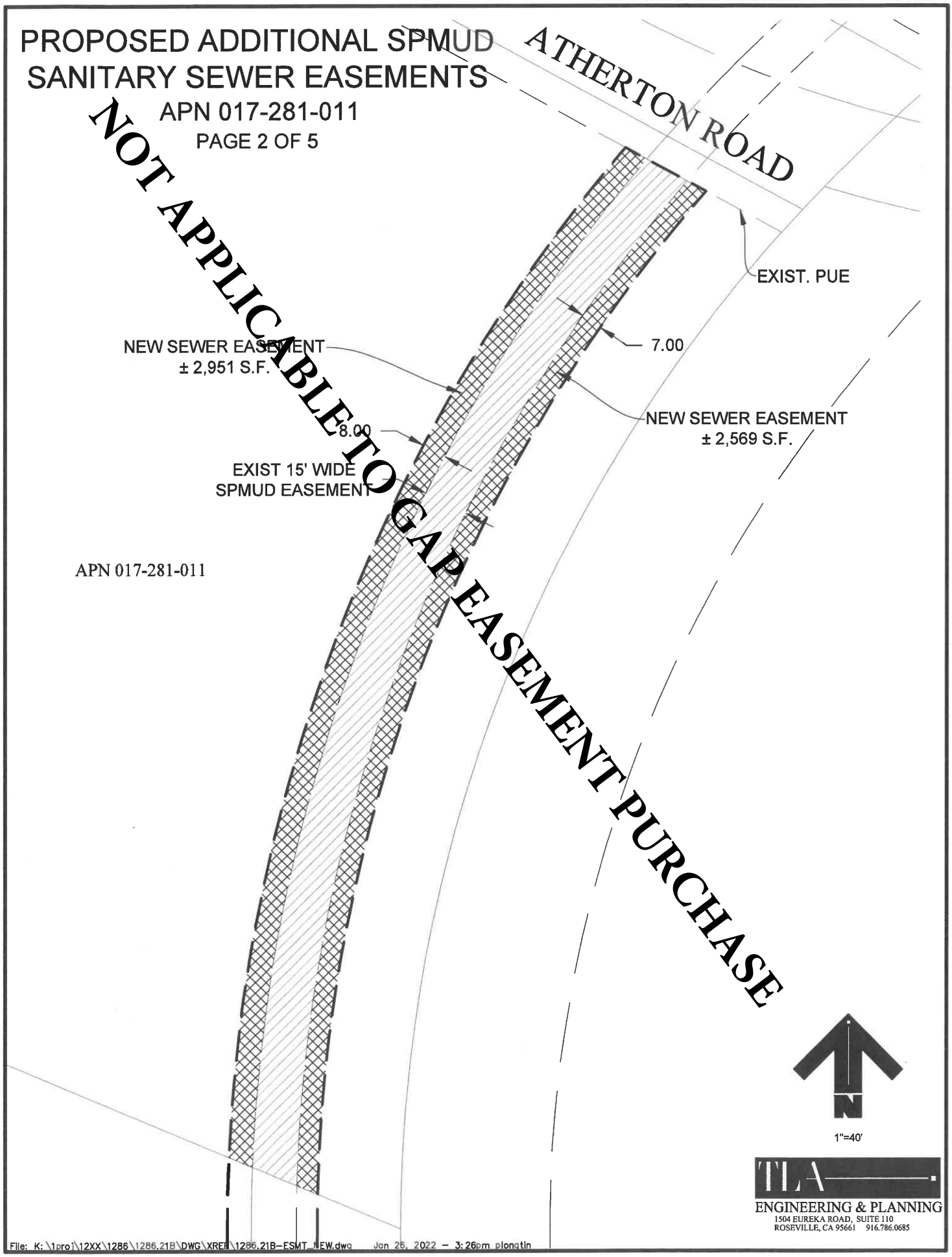
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PROPOSED ADDITIONAL SPMUD SANITARY SEWER EASEMENTS

APN 017-281-011

PAGE 2 OF 5

NOT APPLICABLE TO GAP EASEMENT PURCHASE



TLA

ENGINEERING & PLANNING

1504 EUREKA ROAD, SUITE 110

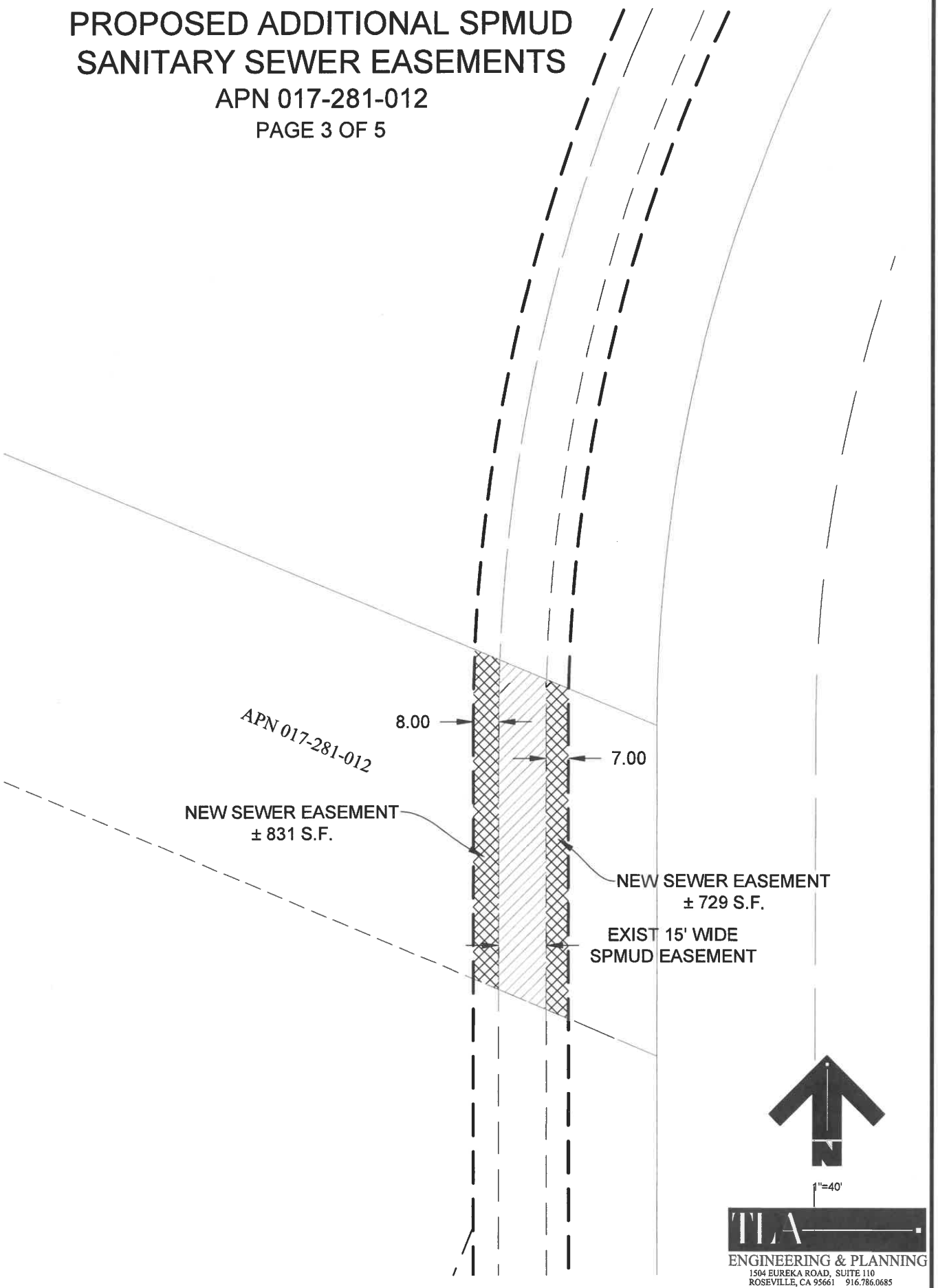
ROSEVILLE, CA 95661 916.786.0685

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PROPOSED ADDITIONAL SPMUD SANITARY SEWER EASEMENTS

APN 017-281-012

PAGE 3 OF 5



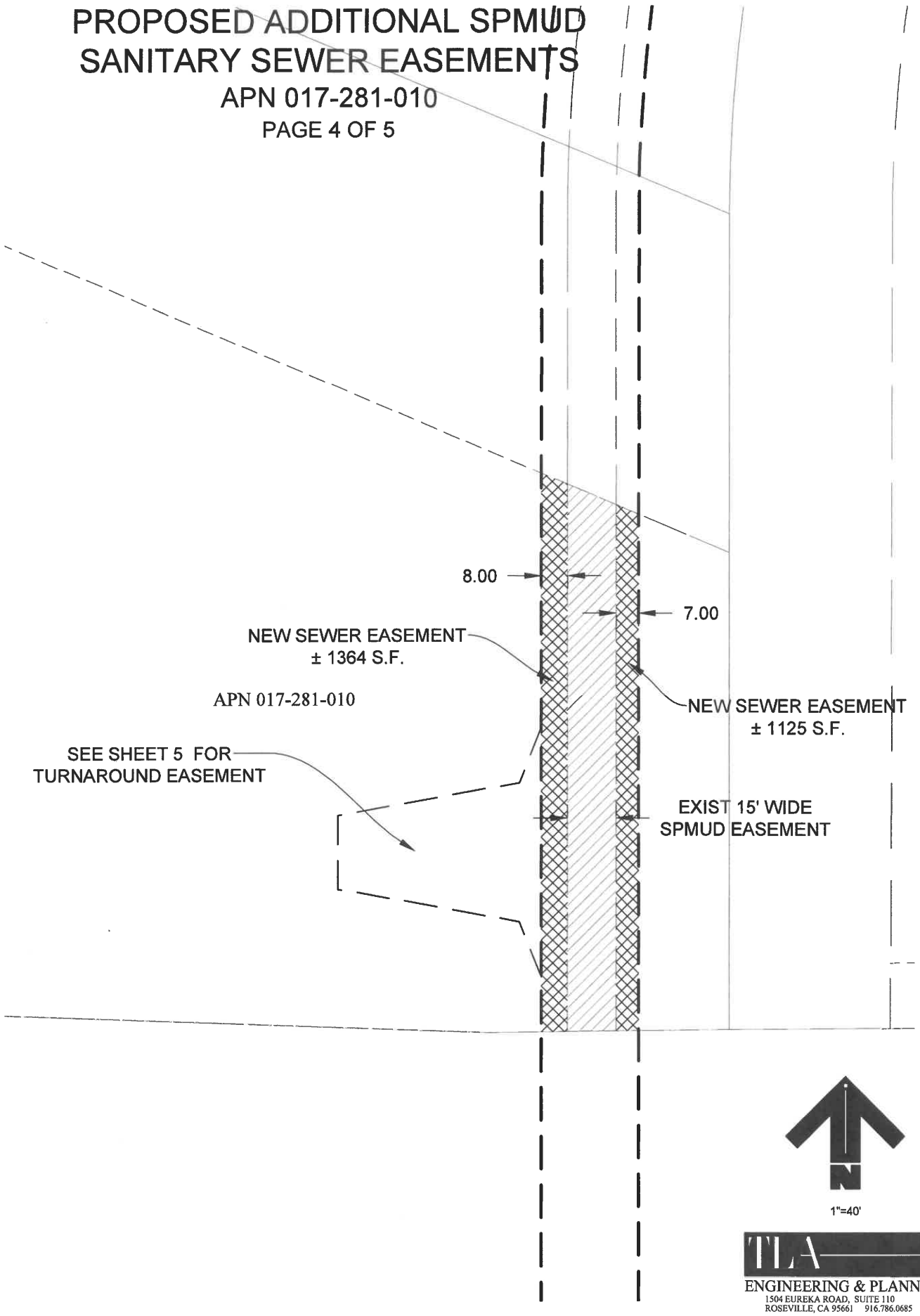
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ENGINEERING & PLANNING
1504 EUREKA ROAD, SUITE 110
ROSEVILLE, CA 95661 916.786.0685

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PROPOSED ADDITIONAL SPMUD SANITARY SEWER EASEMENTS

APN 017-281-010

PAGE 4 OF 5



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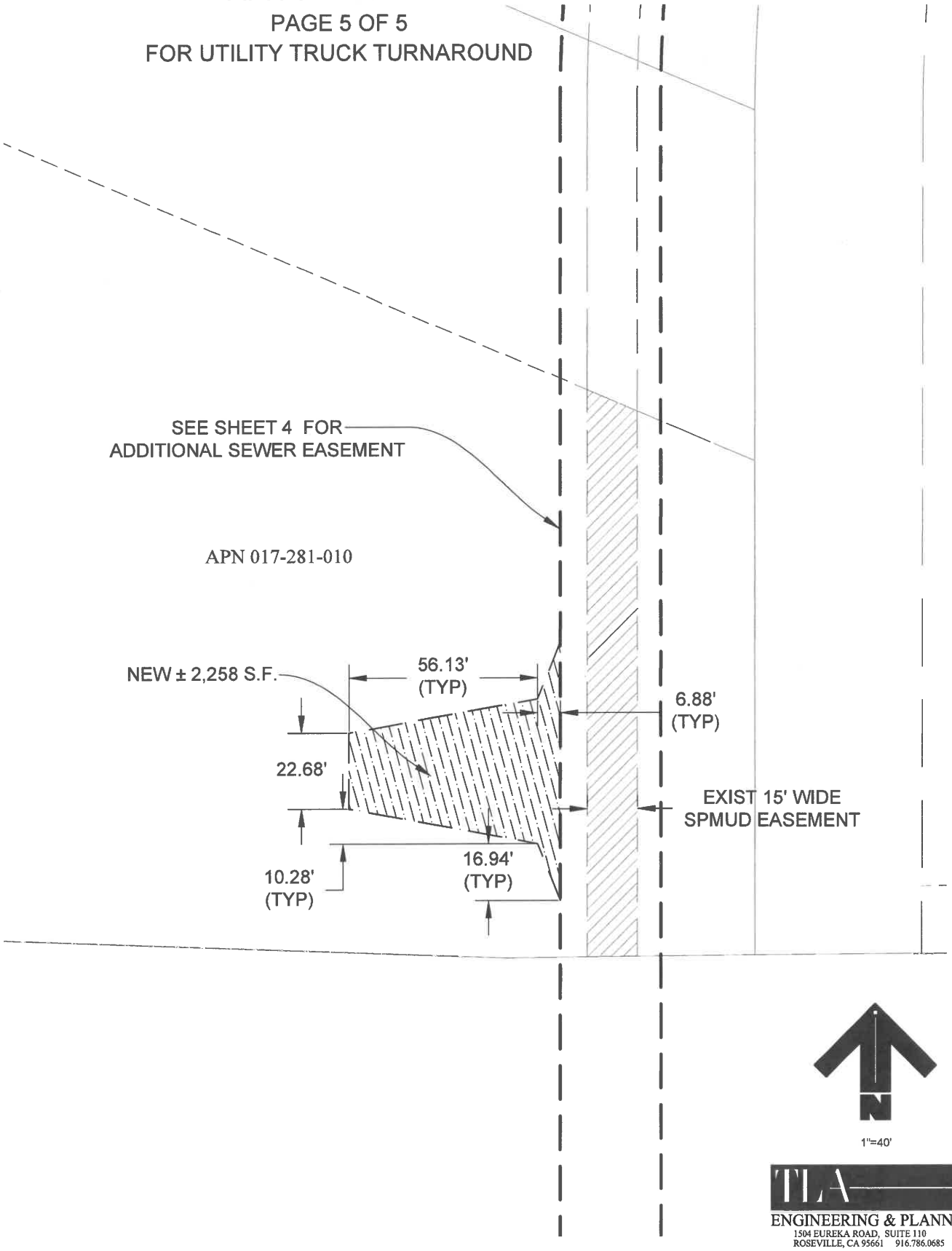
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PROPOSED ADDITIONAL SPMUD SANITARY SEWER EASEMENTS

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FOR UTILITY TRUCK TURNAROUND



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