ROCKLIN CITY COUNCIL

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

April 8, 2025
Closed Session 5:00 p.m.
General Session 6:00 p.m.

AMENDED AGENDA
*Item C11 Attachment 4 Updated

JILL GAYALDO, *Mayor*
DAVID BASS, *Vice Mayor*
KEN BROADWAY, *Council Member*
BILL HALLDIN, *Council Member*
GREG JANDA, *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, t o 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 $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code section 54957.6, Conference with Labor Negotiators, Agency Representatives: City Manager Aly Zimmermann, Director of Administrative Services Tameka Usher, and Jack Hughes; Employee Organizations: Rocklin Firefighter's Union Local 3847, Rocklin Police Officers' Association, and Rocklin Public Safety Managers.

CS2. Pursuant to Government Code Section 54956.95, Liability Claim. Claimant: Brian Gore. Agency Claimed Against: City of Rocklin

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 March 25, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the March 25, 2025 Regular Meeting of the City Council.

C2. Minutes of the March 26, 2025 Special Meeting of the City Council
Recommendation: Approve the Minutes of the March 26, 2025 Special Meeting of the City Council

C3. Proclamation Honoring Ed Heidig for 30 Years of Public Service
Recommendation: Approve a Proclamation Honoring Ed Heidig for 30 Years of Public Service, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C4. Proclamation Declaring April 2025 as Arts, Culture and Creativity Month
Recommendation: Approve a Proclamation Declaring April 2025 as Arts, Culture and Creativity Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C5. Contract for Inclusionary Housing and In-Lieu Fee Assessment
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Contract with Keyser Marston Associates for the Creation of an Inclusionary Housing Ordinance and Establishment of an In-Lieu Fee.

C6. Intention to Annex Chapa-De South Placer Clinic into Community Facilities District No. 1
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 91) and to Authorize the Levy of Special Taxes Therein (Chapa-De South Placer Clinic).

C7. Intention to Annex Chapa-De South Placer Clinic into Community Facilities District No. 5

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 (Annexation No. 76) and to Authorize the Levy of Special Taxes Therein (Chapa-De South Placer Clinic).

C8. CAL FIRE Local Responsibility Area Wildland Protection Reimbursement Agreement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) and Related Budget Amendment.

C9. Vacant Property Weed Abatement

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Declaring Conditions at Locations within the City of Rocklin to be a Public Nuisance, Ordering Weed Abatement of Same, and Setting the Date and Time for a Protest Hearing.

C10. Purchase of Two Trucks

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Two 2025 Chevrolet Colorado Crew Cab 4WD Work Trucks from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.

C11. 5255 Pacific Street (Big Gun Site) Remediation Project - Bid Award

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption Remediation of 5255 Pacific Street (Big Gun Site).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Remediation of 5255 Pacific Street (Big Gun Site) to American Integrated Services, Inc., and Authorizing the City Manager to Execute an Agreement.

PRESENTATIONS

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

P1. Proclamation Honoring Ed Heidig for 30 Years of Public Service

P2. Proclamation Declaring April 2025 as Arts, Culture and Creativity Month

P3. SACOG Briefing - 2025 Blueprint Project (Metropolitan Transportation Plan/Sustainable Communities Strategy)

PUBLIC HEARINGS

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

PH1. Annexation Into Community Facilities District No. 1 (The Harper)

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 87), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (The Harper).

B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 87) (The Harper).

PH2. Annexation Into Community Facilities District No. 5 (The Harper)

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 74), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (The Harper).

B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 5 (Annexation No. 74) (The Harper).

DISCUSSION ITEMS

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

D1. Rocklin Police Department Annual Report and Outlook

Recommendation: Receive a Presentation on the 2024 Rocklin Police Department Annual Report and an Operational Outlook.

FUTURE AGENDA ITEMS

ADJOURNMENT

City Council Staff Report

Subject: Minutes of the March 25, 2025 Regular Meeting of the City Council

Date: April 8, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the March 25, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of March 25, 2025

ROCKLIN CITY COUNCIL

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

March 25, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 5:30 p.m.

ROLL CALL

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

PUBLIC CLOMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:30 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.95, Liability Claim. Claimant: Alan Hatfield. Agency Claimed Against: City of Rocklin

CS2. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: Nicholas Hann v City of Rocklin, A. Teichert Son, Inc., et al., Placer County Superior Court Case No. S-CV-0047863

Members of the City Council returned to the Council Chambers at 6:00 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Mayor Gayaldo called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Aniruddh Mukkamala, a Rocklin student, addressed the City Council and spoke about the Kumbh Mela festival that recently occurred in India.

Eshan Mukkamala, a Rocklin student, addressed the City Council and spoke about the Surya Namaskar Yogathon that was recently observed.

Mr. Prasad Mukkamala addressed the City Council and spoke about a Black History Month celebration where Fire Chief Williams delivered an inspiring speech as guest speaker.

Shlok Tiwari addressed the City Council and spoke about the Sewa Diwali community outreach project and thanked Council Member Halldin and Council Member Broadway for their participation in this year's parade.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Broadway shared that he participated in annual opening ceremonies for youth sports including Tri City Little League, Rocklin Little League, and Rocklin Girls Fast Pitch Softball League, and thanked the Parks and Recreation Department for their

assistance in maintaining fields; and reported attendance at the Placer County Transportation Planning Agency (PCTPA) board meeting.

Vice Mayor Bass shared that he also participated in the annual opening ceremony for the Rocklin Girls Fast Pitch Softball League which included a fireworks show.

Council Member Halldin reported attendance at the Western Placer Waste Management Authority (WPWMA) meeting; shared that he and Council Member Broadway had a 2x2 meeting with the South Placer Municipal Utility District (SPMUD); attended the ground breaking along with Council Member Broadway for the new Rocklin Chapa-De Indian Health facility; and attended a crab feed fundraiser benefitting Whitney High School.

Mayor Gayaldo reported attendance at the City of Rocklin Employee Award Reception; attended the annual Founding Forward Awards Banquet where high school students received awards and scholarships; participated in ribbon cutting events for Kovar's Satori Academy and Rocklin Dermatology; attended the swearing-in ceremony for three new Rocklin police officers; reported attendance at a Greater Sacramento Economic Council (GSEC) board meeting; reported attendance at a Placer Mosquito and Vector Control District board meeting; and shared that the City of Rocklin hosted the March board meeting for the Sacramento Area Council of Governments (SACOG) which included a bus tour highlighting areas of the City including income generating sites, and expressed her appreciation to staff for helping with this; and reminded all of the upcoming Run Rocklin event benefiting the Matt Redding Foundation on March 30, 20225.

City Manager Zimmermann announced that members of the community could still sign up for the Run Rocklin event being held that upcoming Sunday.

CONSENT CALENDAR

C1. Minutes of the February 25, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the February 25, 2025 Regular Meeting of the City Council.

C2. Minutes of the March 3, 2025 Special Meeting of the City Council
Action: Approved the Minutes of the March 3, 2025 Special Meeting of the City Council.

C3. Appointments to the Board of Appeals and Investment Advisory Committee
Action: Adopted Resolution 2025-048 of the City Council of the City of Rocklin Making Appointments to the Board of Appeals and Investment Advisory Committee.

C4. Proclamation Declaring April 6-12, 2025 as National Library Week
Action: Approved a Proclamation Declaring April 6-12, 2025 as National Library Week, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C5. Rocklin Municipal Code Update Establishing Campaign Contribution Regulations (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1188 of the City Council of the City of Rocklin Adding Chapter 2.68 to the Rocklin Municipal Code Establishing Campaign Contribution Regulations Chapter 2.68 - Campaign Contribution Regulations.

C6. Community Recognition Commission Recommendations for 2024 Ruhkala Awards
Action: Approved the Community Recognition Commission's Recommendations for the 2025 Ruhkala Awards.

C7. Bicycle Pump Track and Parking Lot Extension Project – Notice of Completion for the Parking Lot Extension Phase
Action: Adopted Resolution 2025-049 of the City Council of the City of Rocklin Accepting the Public Work Known as the Bicycle Pump Track and Parking Lot Extension Project – Parking Lot Extension Phase, Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City.

C8. Whitney Ranch Unit 49 – Notice of Completion of Public Improvements
Action: Adopted Resolution 2025-050 of the City Council of the City of Rocklin Accepting the Public Work Known as Whitney Ranch Unit 49 Subdivision and Public Landscape Improvements (SD2021-0003), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City (Anthem Whitney Ranch Homes Limited Partnership, a Washington Limited Partnership).

C9. Parks Mow and Landscape Services Contract with Dominguez Landscape Services, Inc. - Amendment No. 2
Action: Adopted Resolution 2025-051 of the City Council of the City of Rocklin Approving Amendment No. 2 to the Contract for Services with Dominguez Landscape Services, Inc. and Authorizing the City Manager to Execute Amendment No. 2.

C10. Johnson-Springview Park Cell Tower Collocation Project
Action:
A. Adopted Resolution 2025-052 of the City Council of the City of Rocklin Approving a Notice of Exemption (T-Mobile – Johnson-Springview Park Cell Tower Collocation Project).
B. Adopted Resolution 2025-053 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Amendment to the Communications Site License Agreement (T-Mobile – Johnson-Springview Park Cell Tower Collocation Project).

C11. Corporation Yard Portable Releveling and Dry Rot Repair Notice of Completion
Action: Adopted Resolution 2025-054 of the City Council of the City of Rocklin Accepting the Public Work Known as the Corporation Yard Portable Releveling and

Dry Rot Repair, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Reliant Construction, Inc.).

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C11 by Council Member Broadway and seconded by Council Member Janda. Passed by the following vote:

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

PRESENTATIONS

P1. Oath of Office for Incoming Board of Appeals Member and Investment Advisory Committee Member

City Clerk Avinta Singh administered the Oath of Office to Board of Appeals Member Eric Feller, Investment Advisory Committee Member Satish Hatti, and Investment Advisory Committee Alternate Member Joseph Ciccolo.

P2. Recognition of 2025 Leadership Award and Employee of the Year

City Manager Aly Zimmermann presented the City Manager's Leadership Marble Award to Principal Information Technology Analyst Brian Graves and the Employee of the Year Granite Award to Fire Captain Heath Taylor.

P3. Proclamation Declaring April 6-12, 2025 as National Library Week

Mayor Gayaldo read the proclamation and presented it to Rocklin Public Library Assistant Director Sophie Bruno.

PUBLIC COMMENT

There were none.

DISCUSSION ITEMS

D1. 2024 General Plan Annual Progress Report (APR)
Action: Received a Report and Adopted Resolution 2025-055 of the City Council of the City of Rocklin Accepting the 2024 General Plan Annual Progress Report and Directed Submittal to the State Department of Housing and Community Development (HCD) and the State Office of Planning and Research (OPR).

Principal Planner Anna Leanza presented the item to the City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

There were none.

Motion to approve Discussion Item No. D1 by Council Member Broadway and seconded by Vice Mayor Bass. Passed by the following vote:

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

D2. 2024 Housing Element Annual Progress Report (APR) and 2023-2024 Housing Successor Agency Annual Report
Action: Received a Report and Adopted Resolution 2025-056 of the City Council of the City of Rocklin Accepting the 2024 Housing Element Annual Progress Report / 2023-2024 Housing Successor Report and Directed Submittal to the State Department of Housing and Community Development (HCD) and the State Office of Planning and Research (OPR).

Principal Planner Anna Leanza presented the item to the City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

There were none.

Motion to approve Discussion Item No. D2 by Council Member Broadway and seconded by Vice Mayor Bass. Passed by the following vote:

Ayes:	Councilmembers Bass, Broadway, Halldin, Janda

	Mayor Gayaldo
Noes:	None
Absent:	None
Abstain:	None

D3. Rocklin Fire Department Annual Report and Outlook
Action: Received a Presentation on the 2024 Rocklin Fire Department Annual Report and an Operational Outlook.

Fire Chief Reginald Williams and Administrative Services Deputy Director Daniel Choe presented the item to the City Council.

City Council comments and discussion followed.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council expressing his opinion on the Fire Department's operations and budget.

City Manager Zimmermann appreciated the Fire Department's Annual Report and Operational Outlook, noting that future reports were upcoming for the Police Department and Public Works Infrastructure.

FUTURE AGENDA ITEMS

There were none.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 7:43 pm.

This is to certify that the foregoing is a true and correct copy of the minutes of March 25, 2025 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the March 26, 2025 Special Meeting of the City Council

Date: April 8, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the March 26, 2025 Special Meeting of the City Council

ATTACHMENTS:
1. Draft City Council Meeting Minutes of March 26, 2025

ROCKLIN CITY COUNCIL

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

March 26, 2025
Closed Session 6:30 pm
Notice of Teleconference Meeting Location:
4255 Ocean Blvd
San Diego, CA 92105

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Vice Mayor Bass called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Vice Mayor Bass led the pledge of allegiance.

ROLL CALL

Present:	Councilmembers Ken Broadway, Bill Halldin, Greg Janda
	Vice Mayor David Bass
	Mayor Jill Gayaldo (via teleconference)
Absent:	None

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 6:31 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(3), Conference with Legal Counsel, Anticipated Exposure to Litigation: one (1) case in which the facts or circumstances are not yet known to a potential plaintiff or plaintiffs.

Members of the City Council returned to the Council Chambers at 7:59 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

Vice Mayor Bass adjourned the meeting at 7:59 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of March 26, 2025 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Honoring Ed Heidig for 30 Years of Public Service

Date: April 8, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Honoring Ed Heidig for 30 Years of Public Service, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Proclamation Honoring Ed Heidig

Proclamation

Issued by City Council

Recognizing Edward (Ed) G. Heidig

***WHEREAS**, Edward (Ed) G. Heidig has had a long career committed to impactful leadership, legal expertise, and innovative problem-solving. He has extensive leadership experience in health and natural resource extraction, with a strong focus on addressing rural challenges; and*

***WHEREAS**, Mr. Heidig holds a JD from Pepperdine Law School and a BA from Claremont McKenna College and was admitted to practice law in California and the US District Court, Central District of California; and*

***WHEREAS**, from 1991 to 1994, Mr. Heidig was the Director of the Department of Conservation, California, where he balanced environmental regulations in oil, gas, and mining, increased recycling, and supported rural stakeholders; and*

***WHEREAS**, in 1998, he became the Director of the Office of Administrative Law, California: He secured a $1M annual royalty increase and made California regulations accessible online; and*

***WHEREAS**, as the General Counsel of the Diocese of Sacramento from1999–2004: he managed high-profile litigation, developed reform practices for addressing sexual misconduct, and supported Catholic Charities' social services; and*

***WHEREAS**, as the Deputy Secretary and General Counsel for the Business, Transportation, and Housing Agency, California (2004–2007). He oversaw legal and policy matters, secured environmental permitting for plastic pipes, and advised the Governor's office; and*

***WHEREAS**, from 2007 to 2011, he became the Interim Director/Chief Deputy Director of the Department of Managed Health Care, California. He advanced autism healthcare coverage, implemented timely access regulations, and balanced rural healthcare access; and*

***WHEREAS**, as the Regional Director of the Department of Health and Human Services (2018–2021) Mr. Heidig led initiatives addressing rural health issues, the Opioid Crisis, and the COVID-19 pandemic while fostering outreach to Tribal communities; and*

***WHEREAS**, in January 2023, Mr. Heidig became the Senior Field Representative for Congressman Kevin Kiley, where he facilitated community relationships with government entities, provided Congressional recognition and awards, mentored interns, and recorded the oral histories of veterans through the Veterans History Project.*

***NOW, THEREFORE, BE IT RESOLVED**, the Mayor and members of the City Council of the City of Rocklin do hereby recognize Edward G. Heidig for a career dedicated to public service, and wish him well in his retirement.*

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

ATTEST: _____
Jill Gayaldo, Mayor

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring April 2025 as Arts, Culture and Creativity Month

Date: April 8, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Declaring April 2025 as Arts, Culture and Creativity Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Arts Culture and Creativity Month Proclamation

Proclamation

Issued by the City Council

Arts, Culture & Creativity Month - April 2025

WHEREAS, *Arts, Culture & Creativity Month of April is the 6th annual statewide celebration first established by the California legislature in 2019; and*

WHEREAS, *the City of Rocklin believes that arts, culture and creativity are essential to our community; and*

WHEREAS, *arts and culture is an industry that provides both economic and community benefits, and has an economic impact of over $26 million dollars in Placer County according to the Americans for the Arts: Arts & Economic Prosperity 6 study; and*

WHEREAS, *California is the fifth largest economy in the world, with a creative economy of approximately $261 billion representing 8% of the state's GDP and 847,688 jobs in 2022 according to the U.S. Bureau of Economic Analysis; and*

WHEREAS, *the benefits of the arts impact our HEALTH by reducing depression, lowering stress hormones, and increasing longevity through regular engagement and attendance at cultural events; and*

WHEREAS, *the benefits of the arts impact our HOPE by fostering a sense of community and personal fulfillment, inspiring optimism and resilience in the face of challenges; and*

WHEREAS, t*he benefits of the arts impact our HEALING by offering therapeutic experiences that restore well-being, enhance mental and physical health, and support emotional recovery; and*

WHEREAS, *culture creates connections, sparks innovation, encourages understanding, and strengthens community; and*

WHEREAS, *the ARTS COUNCIL OF PLACER COUNTY leads efforts to advance the arts through programs, partnerships, and the community-building initiatives such as community grants and strategic partnerships; and*

WHEREAS, *this collective work at the local, regional, and throughout the state uplifts our community and changes our lives for the better.*

NOW, THEREFORE, BE IT RESOLVED, *the City Council of the City of Rocklin hereby declares April 2025 as Arts, Culture & Creativity Month, and encourages all Rocklin residents to join in the celebration.*

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

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Contract for Inclusionary Housing and In-Lieu Fee Assessment

Date: April 8, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Contract with Keyser Marston Associates for the Creation of an Inclusionary Housing Ordinance and Establishment of an In-Lieu Fee.

Background:
The City's 2021-2029 Housing Element outlines programs to address the City's identified housing needs. One of these identified housing needs includes the creation of new housing, particularly affordable housing for those who make at or below the area median income. As required by the California Department of Housing and Community Development (HCD), the City adopted goals to address the identified housing needs in the Housing Element. Goal 19 of the Housing Element, which is listed below, addresses the need for an affordable housing impact fee:

> **19. AFFORDABLE HOUSING IMPACT FEE**
> The City will explore the feasibility of an affordable housing impact fee. This would help offset the impact of new development on the need for affordable housing. The City will explore both Commercial linkage fees and residential impact fee options.
> **Objective**: Conduct a nexus study to evaluate the extent to which new development projects contribute to the need for affordable housing.

The City Council and Planning Commission held a joint Housing Workshop on March 5, 2024, where they received an update about the City's current Regional Housing Needs Allocation (RHNA) obligations. Although the City is constructing housing units, there is still a need for more affordable housing units to meet the community's need and the City's RHNA obligations. Currently, there is language in the House Element that encourages new developments to construct 10% of units as affordable. However, there is no mechanism in place to require developers to include affordable housing as part of a project. Subsequently, by consensus, the City Council directed staff to pursue an affordable housing impact fee analysis to encourage the construction of affordable units.

On October 15, 2024 the City released a request for proposals for firms to complete an inclusionary housing ordinance and the analysis to complete an in-lieu fee. Five firms submitted proposals which were reviewed by staff from the City Manager's Office, Community Development Department, and the Finance division.

Keyser Marston Associates (KMA) was selected from the proposers to move forward with an interview. At the conclusion of the interview, staff negotiated a contract for services, which is what is being brought forward today as Attachment 2. KMA's proposal provides information about the research and analysis to be completed for the City with the final goal of bringing forward an inclusionary housing policy and corresponding in-lieu fee.

The Resolution (Exhibit 1) does not adopt the inclusionary housing ordinance or in-lieu fee; it only grants the City Manager the authority to execute a contract to conduct the research and analysis needed to establish these items. At the conclusion of this project, an Inclusionary Housing Ordinance and In-Lieu Fee will be brought back to City Council for review and approval.

Fiscal Impact:
There is no additional impact to the General Fund. Sufficient funds were approved by the City Council on February 25 2025 for this project, and are available in the Fiscal Year 2024/25 Operating Budget in the General Fund (Fund 100) to support the recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract with Keyser Marston Associates
3. KMA Proposal

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KEYSER MARSTON ASSOCIATES FOR THE CREATION OF AN INCLUSIONARY HOUSING ORDINANCE AND ESTABLISHMENT OF AN IN-LIEU FEE

WHEREAS, the City of Rocklin wishes to incentivize the construction of affordable housing within the City; and

WHEREAS, the City Council has directed staff to explore options to create an inclusionary housing ordinance; and

WHEREAS, the City of Rocklin wishes to hire a professional land use economist firm to conduct the analysis needed to establish the Inclusionary Housing Ordinance, In-Lieu Fee, and Commercial Linkage Fee; and

WHEREAS, the City of Rocklin released a Request for Proposals on October 15, 2024; and

WHEREAS, the City reviewed five proposals following the process outlined in the RFP and the Rocklin Municipal Code; and

WHEREAS, following the review process, the City has selected Keyser Marston Associates to conduct the analysis and complete the scope of work included in the contract listed as Exhibit A to this resolution.

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

Section 1. The City Council approves and authorizes the City Manager to execute an agreement with Keyser Marston Associates in a form attached as Exhibit A.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND KEYSER MARSTON ASSOCIATES, INC. (Inclusionary Housing Ordinance)

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and KEYSER MARSTON ASSOCIATES, INC., a California corporation ("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 **total sum of One Hundred Forty-Eight Thousand Twenty Dollars ($148,020).** 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;

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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 30, 2026** 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.

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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

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It is mutually agreed that all materials prepared by the Contractor under this Contract with the exception of the Contractor's proprietary live Excel models used to prepare Nexus analysis 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.

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

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

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

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

12. SUBCONTRACTING

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

13. ASSIGNABILITY

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

14. INTEREST IN CONTRACT

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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.

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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.

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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

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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.

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

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

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

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

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

Contractor:
Debbie Kern
Keyser Marston Associates, Inc.
2130 Center St., #301
Berkeley, CA 94704

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

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

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

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

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

CONTRACTOR
Keyser Marston Associates, Inc.

DocuSigned by:
By: Debbie Kern
9GAB0FA6C05A475...
Debbie Kern, Vice President

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

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

Signed by:
By: Crystal Hodgson
C832E6B7CE22470...
Crystal Hodgson, Assistant City Attorney

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EXHIBIT A

Scope of Work

Consultant shall assist the City is assessing the necessity and feasibility of an inclusionary housing ordinance and propose a draft ordinance meeting the City's needs. To this end, Consultant shall do the following:

Task A. Project Initiation

- CONSULTANT will prepare a meeting agenda and attend a kickoff meeting with City staff to discuss expectations, general goals, resources, stakeholder outreach, scope of work, and schedule for the project.

Deliverable: Kick-Off Meeting Agenda

Deliverable: Detailed Meeting Notes (to follow meeting)

Task B. Housing Analysis

The Housing Analysis task will consist of the following subtasks:

- **Review of Policy Documents –** CONSULTANT will review relevant policy documents, including the Housing Element Goals, and staff reports addressing the need for an inclusionary program, and the City's RHNA obligations.
- **Housing Characteristics and Residential Prototypes –** CONSULTANT will work with City staff to identify residential prototypes that are representative of new construction in Rocklin. CONSULTANT anticipates identifying up to five residential prototypes that vary in terms of product type (detached, attached, density, parking, etc.), size (bedrooms, square footage) and tenure (rental or ownership). The intent of the prototypes is to reflect the range of development types expected in the city, which will allow the feasibility analysis to capture the impact of program modifications on different project types. Each prototype will be defined in terms of a building description, square foot area of units, parking type and ratio, number of bedrooms and market rate sales price or rent level. The market rate sales prices and rents per unit and per square foot developed based on this review will serve as a key input for the affordability gap analysis, financial feasibility analysis, and the establishment of in-lieu fees.
- **Development Costs –** CONSULTANT will estimate the cost to develop each prototype residential project. Key cost components include: on-site improvements, vertical construction costs, parking costs, architectural and engineering fees, impact and planning fees, financing costs, overhead costs, and all other "indirect" costs of construction. These estimates will be based on CONSULTANT's database of cost data from other projects, third party data sources, as well as contacts with members of the development community. It is assumed that Rocklin staff will provide an estimate of applicable impact and permit fee requirements. We will also request the City provide a list of three to five developer contacts that CONSULTANT could reach out to for phone interviews.
- **Affordability Gap Analysis –** For each prototype, CONSULTANT will calculate the difference between: a) market rate prices/rents for and maximum affordable prices/rents for the various levels of affordability for residents consistent with the California Health and

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Safety Code and for Rocklin residents; and b) Development costs for each prototype and maximum affordable prices/rents supported at various affordability levels by Rocklin residents and county-wide consistent with the Health and Safety Code. This analysis will be used to inform the establishment of the inclusionary requirement and the in-lieu fee amount.

- **Survey of Neighboring Jurisdictions**
  - *Inclusionary Requirements* – CONSULTANT will summarize the inclusionary and in-lieu fee requirements of up to seven (7) local or comparable jurisdictions selected in consultation with City staff. The summary will identify inclusionary requirements, income levels applicable, thresholds for requiring on-site affordable units, and in-lieu fee options.
  - *Fee Levels* – CONSULTANT will prepare a benchmark analysis to identify the total development impact fees and in-lieu fees collected by the local jurisdiction related to the construction of housing . Up to five (5) nearby or comparable jurisdictions will be selected for this comparison in consultation with City staff. It is expected that nearby jurisdictions and/or jurisdictions viewed as potential competitive locations for development would be considered for inclusion in the comparison. Fees related to reviewing and processing of permit applications will not be included in the summary A series of charts illustrating the findings of the fee comparison will be provided within the report.
  - *Commercial Linkage Fees* – CONSULTANT will prepare a survey of the commercial linkage fee programs that are currently in place in other jurisdictions in Placer County. The survey will address the land uses subject to the fee, fee amounts, and the applicability of fees to downtown developments.

Deliverable: Technical memorandum addressing housing prototypes, construction costs (including development impact fees), affordability gaps for prototypes, and inclusionary programs and development impact fees of neighboring jurisdictions.

Meetings: Meeting with City staff to discuss findings of Housing Analysis.

Task C. Facilitate Stakeholder Meeting #1

Consultant will participate in a community meeting which will serve to:

1. Educate stakeholders on the purpose of the inclusionary study and initial results of Housing Analysis;
2. Solicit feedback from the stakeholders on affordability gap analysis.

Deliverable: Attend and facilitate Stakeholder Meeting and prepare related presentation/ informational materials.

Deliverable: Meeting Summary

Task D. Residential Nexus Analysis

This task will provide a residential nexus analysis as an additional support measure for in-lieu fees. As noted above, the residential study is not necessary to establish in-lieu fees based on current law and so is included as an optional service. Since key inputs for the conduct of a residential nexus study will have already been established through other elements of the work

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program, there are some cost efficiencies to adding a residential nexus study to the scope. CONSULTANT will prepare a nexus analysis to document the impact of residential development on the need for affordable housing, quantify the cost of providing affordable units to mitigate the increased affordable housing need and determine the resulting mitigation cost on a per unit and per square foot basis. The purpose will be to provide nexus support for the City's affordable housing requirements and provide information regarding the affordable housing impacts of new development.

- **Residential Nexus Analysis -** CONSULTANT will prepare a residential nexus analysis that demonstrates and quantifies the relationship between market rate and affordable housing. The analysis links the addition of new market rate units in Rocklin to increased demand for affordable housing, and the cost of mitigating the new demand. The analysis will track and quantify a series of steps commencing with the rent/ price/value of the new market rate unit (as developed in the Housing Analysis), the income of the household that buys or rents it, the consumption of goods and services of the household, the new jobs generated by that consumption, and the fact that some of the jobs have lower compensation levels that result in new worker households needing affordable housing.
- **Affordability Gaps -** A key input into the residential nexus analysis is the affordability gap, representing the difference between the development cost of a new affordable unit and the value of the unit with affordability restrictions in place. This will use the same information as generated in the Housing Analysis.
- **Mitigation Costs and Maximum Fee Levels Supported by the Nexus** - The last step in the nexus analysis establishes a mitigation cost, or cost to deliver the affordable units that are needed. Affordability gaps are combined with the number of affordable units needed by income category to determine mitigation costs. Mitigation costs represent the maximum affordable housing fee level supported by the nexus and are expressed on both a per unit and per square foot basis.
- **Residential Nexus Report -** The analysis and findings will be summarized in a separate stand-alone residential nexus analysis report. Findings would also be referenced within the body of the main report.

Deliverable: Nexus Report

Meeting: Meeting with Staff to Discuss Nexus Report

Task E: Financial Feasibility Analysis

- **Alternative Inclusionary Requirements -** CONSULTANT will prepare a real estate financial feasibility analysis to evaluate the sustainability of potential affordable housing requirements for new residential construction. This analysis can also be used to assist in defining a menu of compliance options that adjust the percentage of affordable units required depending on the degree of affordability achieved (i.e., moderate-, low-, very low-, and extremely low income), and that incentivize desired outcomes.
    - *Pro Forma Analysis and Testing of Alternatives* – The base case models developed in Task B the Housing Analysis will be used and modified to reflect a range of alternative onsite inclusionary requirements, ranging in terms of the percent of units set aside and the level of affordability of the units;
    - *Warranted Investment and Financial Feasibility* – In order for a new development project to be financially feasible, the projected sales revenue or net operating income must support a level of investment that exceeds the development costs enough to generate a return (profit) to the developer that adequately recognizes

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development risks. As a function of the large volume of projects CONSULTANT evaluates at any given time, we are well attuned to the developer return thresholds that are required by the private marketplace. To supplement our own sources, we also utilize third party sources to adjust developer return thresholds and cap rates including Real Estate Research Corporation (RERC) and PricewaterhouseCoopers (PwC) both of which provide regular updates on the housing market. Finally, local property sales and the cap rates reflected in those sales are another key source that will be reviewed.

- *Testing* – CONSULTANT will utilize the financial feasibility analysis to test the viability of a range of alternative affordable housing requirements or options. Findings will identify alternatives that are financially viable for projects and will inform the development of the inclusionary program and ordinance.

- **Alternative In-Lieu Fee Analysis** – CONSULTANT will prepare an analysis to support adoption of affordable housing in-lieu fees. The in-lieu fee analysis will provide multiple metrics to help to inform establishment of an appropriate in-lieu fee, including the following:
  - In-lieu fee equivalent to the cost of delivering the affordable units on-site;
  - In-lieu fee that provides sufficient funding for the City to deliver the units through assistance to an off-site affordable housing project; and
  - Analysis of project types or circumstances in which accepting an in-lieu fee has the potential to be advantageous to the overall production of affordable housing.
  - In-Lieu Fee Equivalent to Cost to Deliver On- Site Affordable Units Within Project – CONSULTANT will calculate the in-lieu fee level that is equivalent to the cost of including a range of required affordable units on- site as part of the residential development project. The analysis will be based on the residential development prototypes, market pricing and rents established in the feasibility analysis. The analysis will calculate the forgone revenue experienced by the developer of a market rate project in setting aside affordable units within their projects. For rentals, the analysis is based on the difference in developer investment that can be supported by market rate rents as compared to affordable rents. This forgone developer revenue will be expressed in terms of an equivalent in-lieu fee amount. This is one basis for consideration when determining an appropriate in-lieu fee level.
  - In-Lieu Fee Sufficient to Replace Inclusionary Units – The City's cost of replacing affordable units that are not provided on-site through assistance to a stand-alone affordable project is another potential basis for in-lieu fees. CONSULTANT will have established the costs of producing affordable units through assistance to 100% affordable projects as part of the non-residential nexus study . This affordable unit production cost will then be expressed in terms of the in-lieu fee amount that would need to be collected to fund affordable units to replace inclusionary units that are not provided on-site.

Feasibility Analysis Deliverable: Technical memorandum summarizing findings regarding feasibility of alternative on-site inclusionary requirements and in-lieu fees.

Meeting: Meeting with Staff to discuss feasibility findings.

Task F: Facilitate Stakeholder Meeting #2

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- CONSULTANT will participate in Meeting with Stakeholders to Discuss Draft Findings of Feasibility Analysis
- CONSULTANT will solicit feedback from Stakeholders

Task G. Non-Residential Nexus Study

This task encompasses preparation of a non-residential nexus analysis and report that will document the relationship between new development, job growth and affordable housing needs for a range of commercial development types. The result will be a study to provide nexus support for adoption of a new commercial linkage fee in Rocklin.

- **Building Type Identification** A key initial decision is the determination of the building types for inclusion in the nexus study and supporting analyses. The objective will be to encompass the cross section of non-residential development expected to occur in the coming years that would be potentially subject to fees. Building types are expected to include hotels, retail, office, research and development / lab, and other industrial use types.
- **Market Conditions and Development Trends Overview** CONSULTANT will assemble and present data on market conditions and trends for commercial development in the City. Market data will address rent levels, vacancy rates, permitted construction activity, land values, and/or other relevant metrics. Data will be drawn from a range of published sources such as brokerage reports, market data firms, governmental reports and other sources.
- **Non-Residential Nexus Study** The Nexus Study will document and quantify the link between new commercial development in the City and the increased demand for affordable housing. The cost of providing needed affordable units will be calculated and converted to a per square foot mitigation cost for each building type. The mitigation cost per square foot establishes the upper limit for potential commercial linkage fees.

  The nexus will be established through the following analysis steps:
  - *Employment* – The number of employees will be estimated for each of the building types using employment density ratios that are drawn from a variety of sources such as the Institute for Transportation Engineers, Trip Generation Handbook, published employment density studies, recent Environmental Impact Reports, planning studies, and project applications.
  - *Net New Employment* – Some jobs may not be net new to the local economy as they are replacing jobs lost in other declining sectors of the economy. An adjustment for purposes of the Nexus Study to reflect the share of employment that is net new is determined using data on employment trends available through the California Employment Development Department.
  - *Housing Units Required* – The number of net new workers is translated to an estimated total number of net new housing units required using the average number of workers in each working household from the U.S. Census.
  - *Household Incomes* – Household income of workers within each building type is identified by combining data from several published sources. The approach uses the most current and local compensation data available to provide a fine-grained distribution of worker household income.
  - *Affordable Housing Need* – Worker household incomes from the prior step are compared to income criteria from the California Department of Housing and Com-

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munity Development (HCD) to determine the number of affordable housing units needed at each income level.

- *Mitigation Cost* – The mitigation cost analysis reflects the net subsidy required to deliver the needed affordable housing as determined in the prior step. CONSULTANT will estimate affordable unit development costs and typical net subsidy requirements based on recent affordable projects assisted locally. Mitigation costs are expressed per square foot of building area for each commercial building type, which establishes an upper limit on fees proportionate to the impacts.

Task H: Recommendations

- *Proposed Inclusionary Requirements and In-Lieu Fees* – Drawing on the findings of the Housing Analysis, and the Feasibility analyses described above, CONSULTANT will propose a set of inclusionary requirements and in-lieu fee options for Rocklin along with a supporting discussion that provides a clear and concise synthesis of the basis.
- *Conditions where In-Lieu Fee Provides Greatest Benefit* – CONSULTANT will analyze project types or conditions under which an in-lieu fee has the potential to offer a greater overall benefit for affordable housing production relative to inclusion of affordable housing on-site. The focus will be on tradeoffs between fees and on-site units for various project types and sizes.
- *Proposed Commercial Linkage Fees* – Based on the conclusions of the non-residential nexus study, the benchmark survey, and the City's objectives, CONSULTANT will recommend a series of linkage fees for new non-residential projects.

Deliverable: Executive Summary

Meeting: Meeting with Staff to discuss draft findings and recommendations.

Task I. Draft and Final Reports

CONSULTANT will prepare a comprehensive report documenting each of the analyses and findings. The report will provide an executive summary and a comprehensive set of recommendations for the City's consideration. The nexus technical analysis will be included in an attachment to the main report. CONSULTANT will provide a series of analyses that support the City's objectives and that are consistent with and expand upon the services articulated in the City's RFP. These services will culminate in the delivery of a report that:

- Summarizes the results of the survey of inclusionary programs and stakeholder feedback from the prior tasks.
- Provides an assessment of residential financial feasibility as well as guidance regarding structuring options for the inclusionary program that are balanced based on their financial impacts to projects and / or incentivize desired outcomes regarding production of affordable units.
- Provides analysis and recommendations regarding in-lieu fee levels and thresholds for projects to be eligible to pay in-lieu fees.
- Provides recommendations regarding approaches to adjusting fees based on changes in market conditions over time.
- Provides an executive summary of key recommendations and conclusions.

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Deliverables: A draft report will be prepared for staff review; an administrative draft will be prepared for the Planning Commission and City Council review; a Final Report will be prepared after presentation to City Council.

Task J. Planning Commission and City Council Meetings

CONSULTANT will attend and present findings at a meeting with the Planning Commission and a meeting with the City Council.

Deliverable: Attendance, preparation of presentation, and public speaking role.

Task K. Draft Ordinances

CONSULTANT will work with City staff and the City Attorney to develop a draft ordinance for the inclusionary program, including the provision of in-lieu fees, and a commercial linkage fee ordinance.

Deliverable: Draft Ordinances

Task L. Planning Commission and City Council Meetings

CONSULTANT will attend and participate in presentation of Draft Ordinances.

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EXHIBIT B

Schedule of Performance

Task Milestone	Draft Schedule
A. Project Initiation Meeting Approach, Scope, Schedule Finalized	April 2025
B. Housing Analysis – Select Prototypes; Review Housing Element and RHNA; Survey of neighboring Jurisdictions; Gap Analysis *Milestone: Technical Memorandum*	May 2025 May 30, 2025
C. Stakeholder Meeting #1	Week of June 9, 2025
D and G. Residential and Non-Residential Nexus Studies *Milestone: Technical Memorandum*	Through June 30, 2025
Milestone: Preliminary Selection of inclusionary obligations and fee levels for financial feasibility testing	July 13, 2025
E. Financial Feasibility Study *Milestone: Technical Memorandum*	July and August 2025 August 31, 2025
F. Stakeholder Meeting #2	August 2025
H. Draft Recommendations	September 2025
H. Submit Draft Report and Administrative Draft Report	October 15, 2025 November 3, 2025
I. Planning Commission and City Council Meetings	November 2025
H. Submit Final Report	December 2025
I. Planning Commission and City Council meetings	January 2026
J. Submit Draft Ordinance	February 2026
K. Planning Commission and City Council Meeting	March 2026

Contractor will complete all tasks in the Scope of Work Exhibit A by December 30, 2026.

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EXHIBIT C

Schedule of Fees

Consultant will complete all tasks outlined in the Scope of Work Exhibit A for an amount not to exceed $148,020. A complete breakdown of the costs for each task is listed below:

		Debbie Kern	David Doezema / Tim Bretz	Harriet Ragozin			Estimated Total Hours	
	Estimated Time Expenditures	Managing Principal	Senior Principal	Manager	Sr. Analyst	Admin.	KMA	Budget Estimate
	Tasks	hours	hours	hours	hours	hours	hours	
Task A	Project Initiation	8	1	8		1	18	$4,785
Task B	Housing Analysis and Surveys	24	4	35	35	0	98	$23,025
Task C	Stakeholder Meeting #1	8	8	0		2	18	$4,980
Task D	Optional Task - Nexus Study	4	65	0	20	2	91	$23,975
Task E	Financial Feasibility Analysis	16		32		2	50	$12,900
Task F	Stakeholder Meeting #2	8	8	0		2	18	$4,980
Task G	Non Residential Nexus Study	4	61	0	20	2	87	$22,795
Task H	Recommendations	20	16	10		0	46	$13,270
Task I	Draft and Final Reports	14	10	50	7	10	91	$21,560
Task J	Planning Commission and City Council Meetings (2 PC and 2 CC)	8		8		2	18	$4,580
Task K	Draft Ordinances	12		18		8	38	$8,790
Task L	Planning and City Council Meetings (1 PC and 1 CC)	4		4		2	10	$2,380
Total		**130**	**173**	**165**	**82**	**33**	**583**	**$148,020**

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EXHIBIT D

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

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

Keyser Marston Associates, Inc.

By: DocuSigned by: Debbie Kern
9CABDFA6C05A475...
Debbie Kern, Vice President

Proposal to Provide

Professional Services for the Creation of an Inclusionary Housing Ordinance, In-Lieu Fee Program, and Commercial Linkage Fee Ordinance/Program

Submitted to:

City of Rocklin

February 2025

KEYSER MARSTON ASSOCIATES, INC.

Cover Letter

01

KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

February 25, 2025

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

BERKELEY
DEBBIE M. KERN
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
KEVIN E. ENGSTROM
JULIE L. ROMEY
TIM BRETZ

SAN DIEGO
PAUL C. MARRA
LINNIE GAVINO

EMERITUS
A. JERRY KEYSER
TIMOTHY C. KELLY

Elizabeth Sorg, Management Analyst
Office of the City Manager
City of Rocklin—City Hall
3970 Rocklin Road
Rocklin, CA 95677

Re: Professional Services for the Creation of an Inclusionary Housing Ordinance, In-Lieu Fee Program, and Commercial Linkage Fee Ordinance/Program

Dear Ms. Sorg:

Keyser Marston Associates, Inc. (KMA) is pleased to submit the enclosed proposal to assist the City of Rocklin with professional services for preparing an Inclusionary Housing Ordinance and establishing affordable housing in-lieu fee and commercial linkage fee programs.

Having assisted over forty jurisdictions with the design of or update to inclusionary programs, KMA has an extensive and distinguished track record in the field of inclusionary housing. Our clients range from small cities to consortiums of multiple cities and large counties located throughout California and the Western United States.

KMA has deep experience evaluating the financial feasibility of a full range of residential product types, both in the context of supporting public agencies with specific real estate transactions and in the context of assessing impacts of policy changes, such as new or modified affordable housing requirements. We pride ourselves on the integrated approach we bring to these assignments, combining our firm's core practice areas of real estate economics and affordable housing.

KMA's project team will include Debbie Kern, David Doezema, Tim Bretz, and Harriet Ragozin. Each of these staff members has worked extensively on affordable housing inclusionary and feasibility studies and each has more than twenty years of experience with the firm. Debbie will be the primary contact for this work. Contact information for Debbie and the firm is as follows:

Debbie Kern
Managing Principal
415-398-3050 x230

2130 Center Street, Suite 301
Berkeley, CA 94704
dkern@keysermarston.com

KMA will perform the services and adhere to the requirements described in the RFP and Addendum #1.

We have thoroughly enjoyed assisting the City of Rocklin with analyzing the development economics of a few proposed affordable housing projects and appreciate having the opportunity to submit this proposal. Please feel free to contact me with any questions that you may have about our proposal.

Sincerely,

Debbie Kern
Managing Principal
dkern@keysermarston.com
(415) 398-3050 x230

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Proposer Certification

02

5.2 PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I hereby propose to furnish the services specified in the Request for Proposals (RFP). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Rocklin (City) adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Keyser Marston Associates, Inc.
NAME OF BUSINESS

Debbie M Kern
SIGNATURE

Debbie Kern, Managing Principal, Vice President
NAME & TITLE, TYPED OR PRINTED

2130 Center Street, Suite 301, Berkeley, CA 94704
MAILING ADDRESS

415-398-3050 x230
TELEPHONE NUMBER

dkern@keysermarston.com
EMAIL

Type of Organization:

_____ Sole Proprietorship __X__ Corporation _____ State of Incorporation

_____ Partnership _____ Limited Liability Company

Proposal

03

Firm Qualifications

3A

3A. FIRM QUALIFICATIONS

FIRM OVERVIEW

Keyser Marston Associates, Inc. (KMA) is a west coast real estate advisory firm founded in 1973. KMA has served over 600 clients on more than 2,000 projects, including some of the most high-profile public/private partnerships in California. The firm's public sector clients include nearly every major municipality in California, as well as counties, ports, special districts, universities, and former military bases. The firm has three offices located in Berkeley, Los Angeles and San Diego. Our practice areas include:

- Affordable Housing
- Real Estate Advisory
- Land Use Economics
- Enhanced Infrastructure Financing Districts
- Fiscal and Economic Impacts
- Economic Development

KMA's affordable housing practice encompasses both inclusionary policy studies and financial analyses in support of specific real estate transactions. Our inclusionary, in-lieu fee, and nexus analyses are grounded in our firm's core expertise in real estate development economics which we leverage to develop reality-based solutions tailored to each community. Financial feasibility analyses are a frequent component of our analyses prepared to support the design or update of inclusionary programs. These analyses examine the ability of market rate development projects to sustain these requirements. Our work in this area is informed by our experience on numerous developer negotiation and real estate transaction assignments, which provide a real-world perspective.

Keyser Marston has been at the forefront of affordable housing nexus analyses for decades. We have experience on approximately 80 affordable housing nexus analyses and have worked with virtually all types of land uses throughout California as well as in the states of Hawai'i, Washington and Colorado.

We work closely with local jurisdictions to develop affordable housing programs that achieve public policy goals and are successful in the long-term. As further described in this submittal, Keyser Marston Associates, Inc. (KMA) is uniquely qualified to undertake this assignment for the City of Rocklin.

RESIDENTIAL: INCLUSIONARY HOUSING AND AFFORDABLE HOUSING NEXUS EXPERIENCE

Assisting cities and counties with inclusionary housing and in-lieu fee programs is a core practice area of the firm in which we are constantly engaged. KMA's services range from limited tasks such as analyses that support in-lieu fees to the full design of a new inclusionary program with all of its ordinance features and implementation provisions.

KMA employs its real estate expertise to adapt new or revised programs to local market conditions and policy objectives. Ensuring the financial feasibility of programs is a cornerstone of KMA's approach to inclusionary assignments. KMA avoids the "one size fits all" approach and works with communities to design programs that are appropriate for a particular jurisdiction.

In recent years our services to cities and counties with affordable housing requirement programs have often included preparation of residential nexus analyses. Our first residential nexus analysis was prepared for the City of Seattle in 2005. KMA had previously completed an affordable housing nexus analysis on office and hotel projects in downtown Seattle; a few years, later the City approached us to undertake an analysis that would allow the City to also charge market rate residential projects a fee for affordable housing impacts. Since then, KMA has prepared over 40 residential affordable housing nexus analyses, including specialized fee analyses for condo conversions and short term rentals.

A list of our inclusionary and residential nexus assignments is included here; all are in California unless otherwise noted.

Counties

- County of Sacramento
- County of Los Angeles
- County of Alameda
- County of Santa Clara
- County of San Luis Obispo
- County of Santa Cruz
- County of Napa
- County of Kaua'i

Large Cities

- San Jose
- Sacramento
- Seattle, WA
- San Diego
- Honolulu, Hawai'i

Other Cities

- Cupertino
- Santa Clara
- Milpitas
- Campbell
- Saratoga
- Los Altos
- Novato
- San Mateo
- Dana Point
- Claremont
- Vista
- Sonoma
- Pasadena
- Burbank
- Santa Paula
- Duarte
- Yorba Linda
- Oxnard
- Marina
- Alameda
- Monterey County
- Lafayette
- Glendale
- Huntington Beach
- San Buenaventura
- Rancho Cucamonga
- Fremont
- Elk Grove
- Bainbridge Island, WA
- Walnut Creek
- Boulder, CO
- Hayward
- Santa Barbara
- Solana Beach
- Concord
- Carlsbad
- Daly City
- Livermore
- Emeryville
- Rancho Cordova
- West Hollywood
- Richmond
- Newark
- San Ramon
- Santa Cruz
- Mill Valley
- San Leandro
- Albany
- Napa
- Union City
- Del Mar
- Encinitas

COMMERCIAL LINKAGE FEE NEXUS EXPERIENCE

KMA's commercial linkage fee nexus work commenced with an assignment for the City and County of Sacramento to design a comprehensive fee program for all types of non-residential construction throughout the City and County. The City's ordinance was challenged by the local Building Industry Association and was tried in the Federal Courts through the Ninth Circuit Court of Appeals, which ruled in favor of the City. The builders petitioned the U.S. Supreme Court, which reviewed the case and elected not to hear it, letting stand the lower court's decision. At all levels of the court, the sufficiency of the nexus was among the provisions challenged, and as a result we worked closely with the attorneys in the defense, preparing for the possible challenge in the U.S. Supreme Court. The experience has served us well ever since.

Following the Sacramento experience, KMA worked with a consultant team on the nexus analysis in support of the City of San Diego Housing Impact Fee, which was adopted in 1989. (KMA recently completed an updated nexus analysis for the City of San Diego in support of increased fees.) For the City of Los Angeles, KMA led a consultant team in a large and lengthy work program to develop a nexus program. A unique challenge in Los Angeles was to develop a fee system to address the many high-density development locations within the broad diversity of economic conditions citywide.

KMA has now prepared commercial linkage fee nexus studies for nearly 40 jurisdictions, primarily in California. Our work has included support in the formulation of new jobs housing nexus programs as well as major update and expansion programs. Following is a list of our jobs-housing nexus assignments:

Counties

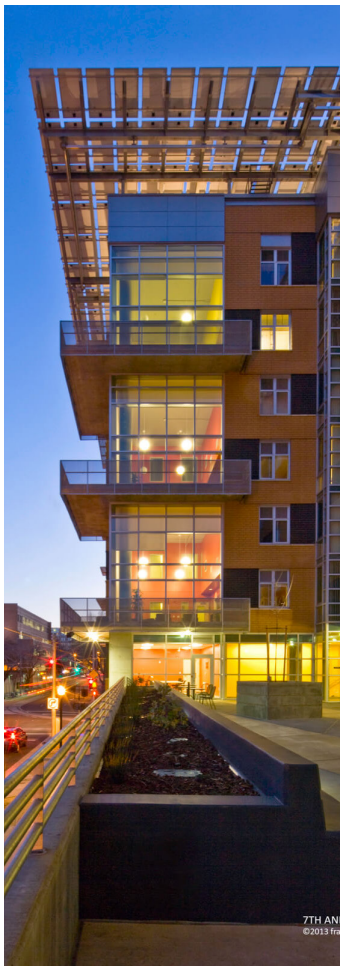
- County of Sacramento
- County of Alameda
- County of Santa Clara
- County of San Luis Obispo
- County of Napa
- County of Santa Cruz
- County of Kaua'i

Large Cities

- Sacramento
- San Jose
- Los Angeles
- San Diego
- Seattle, WA

Other Cities

- Emeryville
- Walnut Creek
- Napa
- St. Helena
- San Ramon
- Menlo Park
- San Mateo
- West Hollywood
- San Carlos
- Redwood City
- Irvine
- Signal Hill
- San Leandro
- Albany
- Union City
- Hayward
- Fremont
- Boulder, CO
- Sonoma
- Richmond
- Santa Clara
- Mountain View
- Palo Alto
- Cupertino
- Saratoga
- Los Altos
- Milpitas
- Campbell



FEASIBILITY EXPERIENCE IN SUPPORT OF AFFORDABLE HOUSING POLICY

Ensuring the financial feasibility of inclusionary programs and in-lieu fees is a cornerstone of KMA's approach to all of our assignments. KMA avoids the "one size fits all" approach and works with communities to design programs that are appropriate for a particular jurisdiction.

KMA has prepared economic feasibility analyses to inform the development and update of impact fee and inclusionary requirements for over a dozen different jurisdictions within the last few years, including the major cities of San Jose, San Diego and Sacramento. The following is a list of selected recent work.

Jurisdiction	Timing of Assignment
El Cerrito, CA	2018
Richmond, CA	2019
Santa Barbara, CA	2019
San Diego, CA	2019
Santa Cruz, CA	2018
San Jose, CA	2019-2021
Kaua'i, HI	2019
Boulder, CO	Current
Daly City, CA	2018
Hayward, CA	2017
Encinitas, CA	Current
Sonoma, CA	2017 / 2023
Sacramento, CA	Current
Morgan Hill	Current
Fremont	2021
Hawaii County	Current

FEASIBILITY EXPERIENCE: SPECIFIC COMMERCIAL DEVELOPMENT PROJECTS

KMA is involved in analyzing feasibility for dozens of real estate projects at any given time. The table below summarizes recent financial feasibility work on specific office, retail, industrial, and hotel projects performed by KMA's Berkeley office.

	Project Name	Land Use	Project Scope	Location	Client
1	Downtown Commons	Mixed use High-rise	16 stories, 250-room hotel, 69 luxury residential units, 36,000 sf office, 52,000 sf retail	Sacramento	City
2	301 Capitol Mall	Mixed use high-rise	33-stories, 790,000 sf office, 100 residential units, 25,000 sf retail	Sacramento	City
3	Hyatt Centric Hotel	Hotel	170 hotel rooms	Sacramento	City
4	LinkedIn Campus	High-tech office	570,000 square feet high-tech office	Mountain View	Property Owner
5	El Camino Real Corridor Specific Plan	Mixed use	Infill sites along El Camino Corridor	Santa Clara	City
6	2100 Telegraph	High-rise office	1.6 million square feet of office	Oakland	City
7	Millbrae BART	Mixed Use	150,000 square feet office, 40,000 sf retail, 164-room hotel, 8,000 sf ground floor retail, 400 residential units	Millbrae	BART
8	Contra Costa Centre / Pleasant Hill BART	Mixed Use	290,000 sf office, 200 apartments	Pleasant Hill	BART
9	Benicia Industrial Park	Industrial	8.4 million square feet of industrial space	Benicia	City
10	Sunnyvale Downtown Specific Plan	Office and residential	1 million sf office and 750 residential units	Sunnyvale	City
11	On Broadway	Retail	85,000 sf retail, 20-screen cinema	Redwood City	City
12	Crossing 900	Office	347,000 sf office	Redwood City	City
13	Winslow Lot Hotel	Hotel	200-room hotel	Redwood City	City

PROFILES OF SIMILAR INCLUSIONARY ASSIGNMENTS

City of Richmond

KMA provided a series of analyses to support updates to the City's affordable housing policies, adopted in 2020. KMA prepared a residential nexus analysis, a non-residential nexus analysis and a financial feasibility analysis.

Pursuant to the City's request, KMA prepared an analysis evaluating the feasibility of residential development under the City's existing inclusionary housing requirements and then tested several potential modifications, including alternative on-site requirements and in-lieu fees.

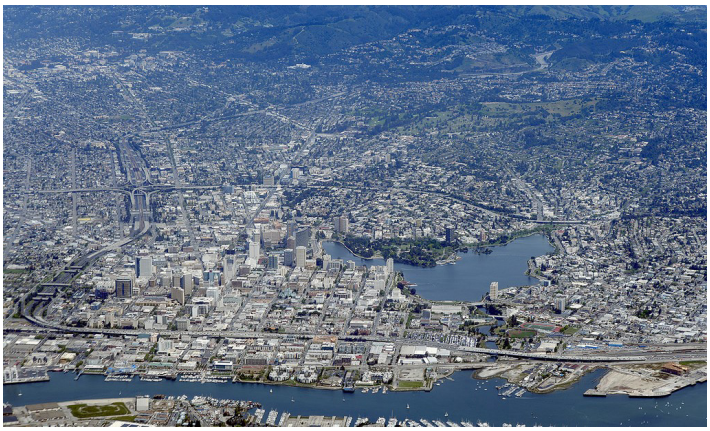
To address the diversity of market conditions in the City, market condi- tions were evaluated in four different geographic zones. Feasibility test- ing was conducted within the two geographic zones where market-rate residential activity is primarily occurring or proposed and market data indicates higher real estate values better able to support the cost of new development.

KMA developed recommendations that reflected the findings of the feasibility analysis, our experience assisting other jurisdictions with their inclusionary programs, and the City's policy goal to ensure that updated affordable housing requirements would be feasible and would not act as a deterrent to market rate housing development. Recommendations varied by geographic area of the city. Where feasibility conditions were more fragile, requirements are phased in based on the number of build- ing permits. Indications to date are that the program changes have been successful in encouraging additional development, and the City has seen for-sale projects propose on-site affordable units in locations in which on-site units are sought by the City.

County of Santa Cruz

KMA undertook a comprehensive update of the County's Affordable Housing Regulations. The work program included a review and revision of the Inclusionary Housing program, preparation of a residential nexus analyses to enable the County to charge an impact type fee on residential and to "back up" the inclusionary program in light of the current legal environment, preparation of a non-residential nexus analysis to add a small fee for non-residential development contribution to the program, and special analysis of some of the unique features of the regulations that may no longer be appropriate. A financial feasibility component ensured that all recommendations are financially feasible. An extensive public outreach program was conducted. Goldfarb & Lipman attorneys, as subconsultants, were advisors on legal aspects and drafting ordinance revisions.

Multi Jurisdiction: Alameda & Santa Clara Counties



KMA prepared 22 separate affordable housing nexus studies as part of a multi-jurisdiction effort spanning two Bay Area counties. A total of 12 jurisdictions participated including the County of Santa Clara, the County of Alameda and ten cities within the two counties. Silicon Valley Community Foundation provided funding support to offset administrative costs of the effort and contracted with KMA on behalf of the twelve participating jurisdictions for preparation of the nexus studies.

KMA prepared both residential and jobs housing nexus analyses, enabling each participating jurisdiction to adopt affordable housing impacts fees applicable to residential and non-residential development. In addition, to provide context for policy decisions, a series of analyses were prepared including:

- Financial Feasibility;
- Non-residential development costs and market adjustments to absorb fees;
- Review of affordable housing requirements in other jurisdictions; and
- Evaluation of the cost to comply with inclusionary requirements for various types of market rate residential projects.

The participants encompass a wide range of market conditions and development patterns and include some of the highest priced residential markets in Silicon Valley as well as far more moderately priced submarkets of the Central East Bay and unincorporated Alameda County. In recognition of the widely diverse conditions across the participating jurisdictions, all key data inputs, analyses and recommendations were tailored to each jurisdiction.

KMA TEAM

The KMA team is comprised of Debbie Kern, David Doezema, Tim Bretz, Harriet Ragozin, plus supporting technical and research staff. Debbie will be responsible for overseeing all aspects of the work and will be extensively involved in preparation of deliverables. Each team member is exceptionally qualified through comparable work on numerous past assignments. A discussion of qualifications for each key team member is provided below.

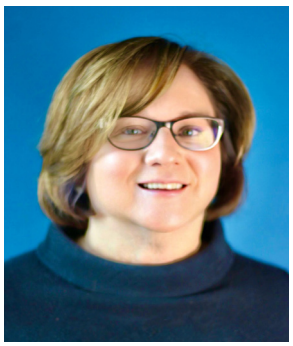
Debbie Kern, Managing Principal, has over 30 years of experience evaluating the financial feasibility of a full range of land uses, including affordable housing projects funded with tax credits and other funding programs. Debbie will serve as the Principal-in-Charge and point of contact for this contract. She has evaluated the impacts of inclusionary units and affordable housing impact fees on the feasibility of market rate projects throughout the Bay Area. She has also assisted several Bay Area clients structure in-lieu fees and inclusionary requirements, including: San Ramon, El Cerrito, Morgan Hill, Santa Cruz County, and Hayward. Debbie served as principal in charge of the nexus analyses and in-lieu fee analyses undertaken for Morgan Hill, Santa Cruz County, Hayward and San Ramon. Debbie has had the pleasure of assisting the City of Rocklin with a few recent projects, including selecting the developer for and evaluating the financial feasibility of the proposed Oak and Pine project, and evaluating the financial feasibility of a proposed senior project at Sierra College.

Harriet Ragozin is a Manager at Keyser Marston. Harriet has played a key role in much of the firm's inclusionary assignments in Northern California, focusing on evaluating the financial feasibility of inclusionary and in-lieu fee requirements on the development of new residential projects. Harriet will assist Debbie with undertaking the housing analysis, evaluating the financial feasibility of providing on-site inclusionary units or paying an in-lieu fee, and drafting the ordinance. Harriet was extensively involved in the Santa Clara and Alameda County multi-jurisdiction studies as well as recent and current work for San Jose, Sacramento, Boulder, Santa Cruz, Hawaii County, among numerous others. Harriet is well-qualified to prepare key technical deliverables and is knowledgeable regarding all aspects of the work.

Tim Bretz is a Senior Principal in our Los Angeles Office. If the decision is made to undertake a nexus analysis, Tim will lead the preparation of the nexus analyses. Tim has conducted affordable housing nexus studies for numerous clients, including Beverly Hills, Glendale, Rancho Cucamonga, Thousand Oaks, West Hollywood, Placentia, and Anaheim.

David Doezema is a Senior Principal in our Berkeley office and will serve as an advisor to ensure that the ordinance prepared for Rocklin reflects the best practices learned from KMA's extensive experience throughout the State. David has extensive experience with affordable housing nexus studies and inclusionary housing assignments throughout California, Colorado, and Hawaii. David served as principal in charge for the multi-jurisdiction affordable housing nexus studies prepared for twelve jurisdictions within Santa Clara and Alameda counties. He led inclusionary and commercial linkage fee assignments for major cities including Sacramento, San Jose, and San Diego, as well as many small and medium size cities and counties. David brings a depth of experience, creativity, and a passion for helping communities establish effective inclusionary policies.

Debbie, David, Tim and Harriet will be assisted by additional KMA technical and research staff who will perform tasks such as assembling market data and preparing charts and tables. Resumes for key staff are included on the following pages.



DEBBIE M. KERN

Debbie Kern is a Managing Principal in Keyser Marston Associates' Berkeley office with over 30 years of experience in public / private real estate consulting. Debbie brings to bear her years of experience and strong technical skills to develop analytical methodologies, efficiently evaluate public/private real estate development issues, and provide state-of-the art solutions.

Key Role
Ms. Kern specializes in the area of housing related services and manages fiscal and economic impact analysis for Keyser Marston clients in Northern California. Her broad experience combined with strong technical skills provide her with unique ability to advise on conceptual issues as well as structuring complex public/private transactions.

Keyser Marston Associates

Areas of Specialization:

Affordable Housing
Ms. Kern manages housing related services for KMA clients in Northern California. The development of affordable housing has become a primary objective of communities throughout California and Ms. Kern has been instrumental in assisting public agencies establish and update affordable housing policies and programs, evaluate the impacts of policies on the feasibility of new development, negotiate and structure business terms of public/private partnerships for the development of new affordable housing; establish program and financial strategies for increasing the supply of affordable housing that maximize the leveraging of local public subsidies; and issue bonds secured by Housing Set-aside Funds for affordable housing developments.

Years in the Industry

30+

Tax Increment Financing for Public Facilities
Debbie is a leader in the field of implementing Enhanced Infrastructure Finance Districts. finance. She has developed effective financing plans for new facilities triggered by a proposed real estate development, rehabilitation of existing structures, citywide capital improvement plans, and specific plans.

Fiscal and Economic Impacts
Debbie has evaluated the fiscal and economic impacts of a full-range of land uses, from residential to sports facilities. The analyses have been undertaken within the context of processing development entitlements for specific projects and formulating land use policies. Recent impact analyses include: Apple's presence in Cupertino; the mixed-use entertainment district surrounding the future sports arena in Sacramento; the future Oakland Global Trade and Industry Center Project; and the development of 1,700 new homes in Dublin.

Professional Credentials:
Debbie holds a master's degree in economics from Columbia University and a bachelor's degree in economics from the University of California, Berkeley. She is a member of the Phi Beta Kappa honor society.

DAVID DOEZEMA

Mr. Doezema is a Senior Principal in Keyser Marston Associates' Berkeley office. He joined KMA in 2002.

Keyser Marston Associates

Years in the Industry

20+

Key Role
Mr. Doezema focuses on affordable housing nexus, successor agency finance, fiscal impact analysis, and financial analysis and modeling.

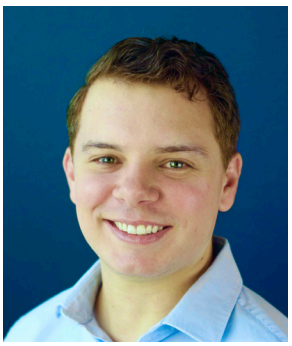
Affordable Housing Nexus
Mr. Doezema has experience with more than 15 affordable housing nexus analyses in support of affordable housing requirements on residential and non-residential development and was lead principal on KMA's recent residential nexus assignment for the City of San Jose. Other examples include San Diego, Seattle, Mountain View, Emeryville, Daly City, Newark, Fremont, and Rancho Cordova. Affordable housing analyses for specific projects include the Facebook Campus in Menlo Park and the Stanford Medical Center expansion in Palo Alto.

Successor Agency Finance
Mr. Doezema assists cities and counties in relation to redevelopment dissolution including preparation and review of recognized obligation payment schedules, cash flow analyses, and fiscal consultant reports for refinance of tax allocation bonds. He has been responsible for on-going pass through calculations for all 13 successor agencies in San Mateo County on behalf the County Controller's Office.

Fiscal Impact Analysis
Mr. Doezema has experience preparing fiscal impact analyses on projects throughout California, spanning a wide variety of land uses including master planned communities, military base reuse plans, medical facilities, and mixed-use projects.

Sports Facilities
Mr. Doezema had a key role in KMA's services to the City of Santa Clara on the Levi's Stadium project and negotiations with the 49ers. Mr. Doezema was involved from the initial concept through stadium opening and was responsible for analyzing numerous aspects of the project including construction finance, funding of on-going operations of the Stadium Authority, public financing, fair market rent for the City's land, and fiscal and economic impacts.

Professional Credentials
Mr. Doezema holds a master's degree in urban planning and a bachelor's degree in civil and environmental engineering from the University of Michigan, Ann Arbor.



TIM BRETZ

Tim Bretz is a Senior Principal in the Los Angeles office of Keyser Marston. Since joining the firm in 2008, Tim has provided public, private and non-profit clients with real estate economic analysis for a wide variety of land uses.

Keyser Marston Associates

Years in the Industry

15+

Professional Credentials:
Tim holds a Master of Urban Planning degree from the University of Southern California and a Bachelor of Science degree in Biology from the University of California at San Diego. He is a member of the Urban Land Institute and the American Planning Association.

Key Role

Tim has analyzed real estate transactions and conducted many economic studies for a number of clients. These analyses include preparing residential and non-residential affordable housing nexus studies, project feasibility analyses, structuring of market-rate and affordable housing transactions, selecting private development teams for publicly-funded real estate projects, and preparing fiscal and economic impact analyses.

During his tenure in the Keyser Marston Los Angeles office, Tim has assisted more than 50 public, private, and non-profit clients. Public sector clients Tim has assisted include Anaheim, Culver City, Huntington Beach, Long Beach, Los Angeles, San Bernardino County, San Diego, Santa Ana, Santa Cruz, Santa Monica and West Hollywood.

Areas of Specialization

Affordable Housing Transactions

Mr. Bretz has assisted in the analysis of residential and mixed-use projects with affordability components. This analysis includes the evaluation of project feasibility, as well as negotiations with the development team and client. He has experience working with Federal Low Income Housing Tax Credits, HOME funds, Multi-Family Housing Program funds, Mental Health Services Act funds, and Affordable Housing Program funds offered by the Federal Home Loan Bank.

Developer Selection

Tim has assisted a number of clients in the selection of development teams for P3 real estate transactions. This experience includes creating request for proposals / request for qualifications, evaluating developer responses to the RFP/RFQ, interviewing development teams, and analyzing financial information provided by development teams.

Fiscal and Economic Studies

Tim has assisted in numerous fiscal and economic impact studies for jurisdictions throughout California. For these analyses, Tim researched current market conditions and demographic characteristics, as well as projected future demand for different land uses. A number of these analyses include estimates of both fiscal and economic impacts. Tim has also assisted in both residential and non-residential affordable housing nexus analyses.

HARRIET G. RAGOZIN

Ms. Ragozin is a Manager in Keyser Marston Associates' Berkeley office. She joined KMA in 2003 and has participated in affordable housing and child care nexus analyses, inclusionary housing analyses, residential and commercial real estate feasibility analyses, redevelopment tax increment projections, and market assessments.

Keyser Marston Associates

Years in the Industry

20+

Affordable Housing Policy

Ms. Ragozin has worked extensively on affordable housing policy analyses, including inclusionary housing analyses, in-lieu fee studies, jobs-housing nexus analyses and residential nexus analyses. Former inclusionary housing and in-lieu fee work includes studies conducted for the cities of Palo Alto, Cupertino, Napa, Novato, and Campbell, among others. Typical tasks include the evaluation of development economics, the calculation of full cost recovery in-lieu fees for ownership and rental projects, and the evaluation of alternative program structures.

She has conducted jobs-housing nexus analyses, which quantify the linkages between construction of new commercial buildings and affordable housing demand, for Napa, San Diego, Walnut Creek, Sacramento, Cupertino and others. In addition to a quantitative nexus analysis, typical tasks also include evaluation of proposed fee levels in the context of local real estate economics, recommended fee levels, and surveys of similar fees in other jurisdictions.

She has also conducted many residential nexus analyses, which quantify the linkages between new market rate residential development and the demand for affordable housing, for many jurisdictions including Fremont, Hayward, Napa County, and others.

Residential Financial Analyses

Ms. Ragozin has assisted in the assessment of market and financial feasibility analyses for proposed residential developments. Projects include market rate housing, affordable housing, and mixed-use projects. Such services have been provided in the cities of Santa Rosa, San Jose, Walnut Creek, Lafayette, Redwood City, San Leandro, Union City, and others.

Child Care Nexus Analyses

Ms. Ragozin has conducted child care nexus analyses linking new real estate development to the demand for child care facilities in the jurisdiction. Example cities include San Mateo, Santa Cruz, and Redwood City.

Professional Credentials

Ms. Ragozin holds a master's degree in public policy from the Goldman School of Public Policy at the University of California, Berkeley, and a bachelor's degree in economics from Williams College.

Experience and References

3B

3B. EXPERIENCE AND REFERENCES

The following are descriptions of three inclusionary assignments completed within the last five (5) years and contact information for client references.

City of Morgan Hill

Contact
Rebecca Garcia

formerly
Housing Director, Morgan Hill

currently
Housing Director
Santa Clara County Housing Authority
505 W. Julian Street
San José, CA 95110
(408) 993-3038
Rebecca.Garcia@scchousingauthority.org

Status
In-Lieu Fee established in 2017;
Feasibility Analyses Evaluating Impacts of Increasing In-Lieu Fees in 2021

KMA Key Staff
Debbie Kern

Contract
2021 Feasibility Analysis: $45,000

Morgan Hill's Affordable Housing Program began as component of a competitive building permit allocation program that awarded points to applications based on public benefits to be provided by the development project. Under this program, projects received points for setting aside 15% of their units as deed restricted affordable units. Keyser Marston was initially retained in 2017 to determine a fee structure for rental and ownership projects at various densities that would be equivalent to the cost of providing on-site affordable units. To undertake this analysis, KMA reviewed recent building permits to understand the types of projects receiving permits, the square footage and bedroom counts of projects and cost-saving measures that developers were using to deliver affordable units. We modeled the development economics of a range of types of projects, from large-lot single family homes to condominiums and multi-family apartments. We evaluated the cost to provide 15% affordable units relative to providing 100% market rate units and developed a schedule of in-lieu fees (expressed as a per square foot of livable area) that would be equivalent to the cost of providing on-site units. We established separate fees for rental units and ownership units. KMA also assisted in drafting the inclusionary ordinance.

In 2021, the City retained KMA to evaluate the impact on project feasibility if the affordability requirements were deepened from Moderate income levels to a combination of Low-income and Moderate-Income levels. Based on that analysis the City decided to not modify the requirements of the inclusionary ordinance.

City and County of Sacramento

Contact

Greta Soos, Associate Planner
Community Development Department
City of Sacramento
(916) 808-2027
gsoos@cityofsacramento.org

Status

Residential Nexus Study completed 2013, update in progress
Jobs Housing adopted 1989; updated 2022

KMA Key Staff

David Doezema
Tim Bretz
Harriet Ragozin

Contract

2013 Residential Nexus Study $40,000
2020-2022 Jobs Housing Update $83,300

KMA has a history of service to both the City and County of Sacramento with respect to both residential and commercial affordable housing requirements, which continues today. Our work commenced with a nexus study assignment for both the City and County to support establishment of a jobs-housing linkage fee program, conducted in 1987. The study was used to establish one of the first commercial linkage fee programs nationally. The City's ordinance was challenged through the Ninth Circuit Court of Appeals, which upheld the ordinance, and the U.S. Supreme Court declined to hear the case, letting stand the lower court's decision. The sufficiency of the nexus was among the provisions challenged but upheld by the court. Since then, KMA has assisted the City and County with periodic updates to the nexus analysis.

In 2013 KMA completed residential nexus analyses for Sacramento City and County, under separate contracts, and assisted with an update to the City's Mixed Income Housing Ordinance.

In 2022, KMA assisted the County in updating its non-residential fee program including providing an updated nexus study. The County successfully adopted the updated fee levels within ranges recommended by KMA.

KMA is currently assisting the City of Sacramento with a major update of its residential affordable housing requirements. Services include a feasibility study, best practices research, and an analysis of the historic performance of the existing ordinance. Work products released to date have been well received by the City and stakeholders.

City of San Jose

Contact

Rachel VanderVeen
Deputy Director
City of San José
Department of Housing
(408) 535-8231
Rachel.VanderVeen@sanjoseca.gov

Status

Rental Impact Fee Adopted
November 2014
Commercial Linkage Fee Study
completed 2020
Inclusionary Program Amendments
approved in 2021

KMA Key Staff

David Doezema

Contract

2013-2014 Rental Impact Fee $201,700
2019-2020 Commercial Linkage Fee
Study $217,500
2021 Inclusionary Program Amendment
$93,600

KMA provided a comprehensive set of feasibility and policy analyses to support updates to the City's inclusionary program adopted in February 2021. The City's objectives for the program update included: 1. Modification to the in-lieu fee structure to allow fees to scale with unit size; 2. Encouraging on-site production of affordable units; 3. Updates to the income levels being targeted; and 4. Building in additional flexibility and options for the provision of affordable units.

KMA tested feasibility of a range of residential development prototypes in several geographic locations within the city. Prototypes reflected a broad range of densities, unit sizes, and geographies. In addition, KMA conducted a survey of programs in other jurisdictions, focused on particular program features of interest to San Jose. KMA also provided technical and advisory support to staff through the development of the policy proposal for the update, which is designed to create a strong incentive for projects to include a portion of required affordable units on-site. Policy recommendations included differentiation by geography, with a phasing in period for project types with constrained feasibility. Indications to date are that the program changes have been successful in encouraging new projects to include at least a portion of required inclusionary units on-site.

In 2020, KMA prepared nexus and feasibility studies to support the successful adoption of the City's new commercial linkage fee program. The City had been considering a new linkage fee program for years before resolving to proceed. The analyses needed to address a diverse array of uses and market conditions in San Jose, an untested market for new high-rise office downtown, and uncertainties around the future of office space needs arising from the Covid-19 pandemic. The City ultimately adopted a new program in 2020.MA has also been assisting the City post-adoption, including in the development of program guidelines.

Services Understanding

3C

3C. SERVICES UNDERSTANDING

It is our understanding that the City wants to establish an affordable housing inclusionary program to ensure that new for-sale and rental residential developments provide either on-site affordable units or pay a fee in-lieu of providing on-site units. The program will be implemented through the adoption of an inclusionary housing ordinance. The City also wants to analyze the feasibility of adopting a commercial linkage fee to ensure that new non-residential developments pay a fee to mitigate the demand that they create for affordable housing. The role of the selected consultant will be to prepare all necessary studies, engage with stakeholders, and collaborate with City staff to formulate a program that meets all legal requirements, is financially feasible, and will be an effective tool for the City to meet is affordable housing objectives. The selected consultant will present the reports and findings to the City Planning Commission and City Council, respond to questions and comments and engage in additional evaluations as needed to be fully responsive to commissioners and council members. At the direction of the City, the selected consultant will draft the affordable housing inclusionary ordinance, which will include an in-lieu fee option and will present the draft ordinance for the Council's consideration.

The services that we propose to provide the City of Rocklin are consistent with the City's RFP and with the typical set of services that we have provided to other jurisdictions throughout California. We start with understanding the housing market, the City's goals, RHNA obligations, the City's past experiences in encouraging developers to provide affordable housing, and the programs of neighboring jurisdictions.

One of the key issues that will need to be addressed is whether a nexus analysis will be prepared to underpin the inclusionary and in-lieu fee program. The decision in California Building Industry Association v. City of San Jose (California Supreme Court Case No. S212072, June 15, 2015) affirmed the ability of cities to implement inclusionary requirements, including in-lieu fees that are alternatives to providing on-site units, and that a nexus study is not required to implement an inclusionary policy. And Section 65850 of the California Government Code, added by AB 1505, provides authority to establish inclusionary programs specifically for rental projects. Based on this court case and the government code, having a nexus analysis that supports the inclusionary requirements of an affordable housing inclusionary ordinance is not a requirement. However, some jurisdictions elect to have their program supported by a nexus analysis for a variety of reasons, including the preferences of the City Attorney. Based on our experience, one compelling factor relates to the potential desire to apply the inclusionary requirement to small project such that the application of a 10% or 15% inclusionary requirement would yield the obligation to provide a full unit or pay a fee equal to a fraction of one unit. In that situation, virtually any project would satisfy the obligation by paying a fractional fee and the program really becomes a fee program rather than an in-lieu fee. Standalone fee programs are subject to the Mitigation Fee Act and do require the preparation of a nexus analysis to support adopted fee amounts.

Given the considerations described above, if the City of Rocklin decides that it wants to apply the inclusionary obligation to projects with fewer than 10 units and the City elects to adopt a 10% inclusionary obligation, then we would recommend that a nexus analysis be undertaken. Also, if the City wants to know the legal maximum fee amount that could be established, the nexus analysis is the only tool that is used to derive the maximum legally supported inclusionary requirement, which can then be converted into the maximum permitted fee amount.

Jurisdictions that elect to adopt an inclusionary program without it being underpinned by a nexus analysis, typically establish their inclusionary requirements and levels of affordability requirements based on the parameters of the programs of neighboring commu-

nities, evaluations of the financial impact of affordability requirements on the overall financial feasibility of developing a range of different types of residential product types, both rental and ownership, discussions with stakeholders, and the jurisdictions' RHNA obligations.

In addition to deciding if small projects will be exempt from inclusionary requirements, the City will also need to decide if it wants to continue its current policy of limiting inclusionary requirements to only those projects that need a General Plan Amendment to either modify the land use designation from commercial to residential or modify the minimum permitted residential density. Alternatively, the City could apply the inclusionary requirement to all residential projects.

KMA will guide the City through the decision-making process and undertake research and analyses to provide the City with information that is needed to establish a successful inclusionary program that reflects current industry standard best practices.

Project Timeline and Work Plan

3 D

3D. PROJECT TIMELINE AND WORK PLAN

Timeline

The following is an anticipated schedule for the completion of the study and the adoption of ordinances. Assuming a start date of April 1, 2025, we estimate that the ordinances will be ready for adoption by March 2026.

We recommend that two meetings with stakeholders be held with the first meeting being within one month of the start of the assignment, after prototypes have been selected and the approach and milestones have been fully established. The second meeting would occur after the draft analysis is complete but before the meeting with the Planning Commission.

Proposed Project Schedule

Task Milestone	Draft Schedule
A. Project Initiation Meeting Approach, Scope, Schedule Finalized	April 2025
B. Housing Analysis – Select Prototypes; Review Housing Element and RHNA; Survey of neighboring Jurisdictions; Gap Analysis *Milestone: Technical Memorandum*	May 2025 May 30, 2025
C. Stakeholder Meeting #1	Week of June 9, 2025
D and G. Residential and Non-Residential Nexus Studies *Milestone: Technical Memorandum*	Through June 30, 2025
Milestone: Preliminary Selection of inclusionary obligations and fee levels for financial feasibility testing	July 13, 2025
E. Financial Feasibility Study *Milestone: Technical Memorandum*	July and August 2025 August 31, 2025
F. Stakeholder Meeting #2	August 2025
H. Draft Recommendations	September 2025
H. Submit Draft Report and Administrative Draft Report	October 15, 2025 November 3, 2025
I. Planning Commission and City Council Meetings	November 2025
H. Submit Final Report	December 2025
I. Planning Commission and City Council meetings	January 2026
J. Submit Draft Ordinance	February 2026
K. Planning Commission and City Council Meeting	March 2026

We expect to refine this schedule, including addition of interim check-ins, in collaboration with City staff. We are happy to work with the City on a timeline that meets the City's needs.

KMA will dedicate the staff resources necessary to complete the work in accordance with the project schedule. Specifically, our expectation is that:

- Debbie Kern will oversee and be intimately involved in all aspects of the work and will be available for all public and stakeholder meetings.
- Tim Bretz will prepare the Nexus analysis, if a nexus analysis is part of the scope.
- Harriet Ragozin will undertake the technical financial feasibility and affordability gap analyses.
- Additional technical, research, and administrative staff will be assigned as needed to support preparation and delivery of the work products.

Work Plan

This scope of services will provide the City of Rocklin (City) with a comprehensive set of analyses to support the adoption of an inclusionary ordinance, and, a residential in-lieu fee program, and a commercial linkage fee program. The scope of services KMA proposes is fully consistent with that outlined in the RFP.

In addition, KMA is proposing a residential nexus study as an optional task. The optional residential nexus study is not necessary for the adoption of an inclusionary program but has been included in the event one is desired. Following adoption of AB 1505 in 2017 and the decision in the San Jose inclusionary case, residential nexus studies are generally recommended only as a supplemental support measure where an inclusionary ordinance applies in-lieu fees to very small project sizes.

Tasks Included:

Completion of the scope of services includes the following tasks and deliverables.

Task A – Project Initiation

KMA will prepare a meeting agenda and attend a kickoff meeting with City staff to discuss expectations, general goals, resources, stakeholder outreach, scope of work, and schedule for the project.

Deliverable: Kick-Off Meeting Agenda

Deliverable: Detailed meeting notes (to follow meeting).

Task B. Housing Analysis

The Housing Analysis task will consist of the following subtasks:

B1. Review of Policy Documents – KMA will review relevant policy documents, including the Housing Element Goals, and staff reports addressing the need for an inclusionary program, and the City's RHNA obligations.

B2. Housing Characteristics and Residential Prototypes – KMA will work with City staff to identify residential prototypes that are representative of new construction in Rocklin. KMA anticipates identifying up to five residential prototypes that vary in terms of product type (detached, attached, density, parking, etc.), size (bedrooms, square footage) and tenure (rental or ownership). The intent of the prototypes is to reflect the range of development types expected in the city, which will allow the feasibility analysis to capture the impact of program modifications on different project types. Each prototype will be defined in terms of a building description, square foot area of units, parking type and ratio, number of bedrooms and market rate sales price or rent level. The market rate sales prices and rents per unit and per square foot developed based on this review will serve as a key input for the affordability gap analysis, financial feasibility analysis, and the establishment of in-lieu fees.

B.3 Development Costs – KMA will estimate the cost to develop each prototype residential project. Key cost components include: on-site improvements, vertical construction costs, parking costs, architectural and engineering fees, impact and planning fees, financing costs, overhead costs, and all other "indirect" costs of construction. These estimates will be based on KMA's database of cost data from other projects, third party data sources, as well as contacts with members of the development community. It is assumed that Rocklin staff will provide an estimate of applicable impact and permit fee requirements. We will also request the City provide a list of three to five developer contacts that KMA could reach out to for phone interviews.

B.4 Affordability Gap Analysis – For each prototype, KMA will calculate the difference between: a) market rate prices/rents for and maximum affordable prices/rents for the various levels of affordability for residents consistent with the California Health and Safety Code and for Rocklin residents; and b) Development costs for each prototype and maximum affordable prices/rents supported at various affordability levels by Rocklin residents and county-wide consistent with the Health and Safety Code. This analysis will be used to inform the establishment of the inclusionary requirement and the in-lieu fee amount.

B.5 Survey of Neighboring Jurisdictions

- *Inclusionary Requirements* – KMA will summarize the inclusionary and in-lieu fee requirements of up to seven (7) local or comparable jurisdictions selected in consultation with City staff. The summary will

identify inclusionary requirements, income levels applicable, thresholds for requiring on-site affordable units, and in-lieu fee options.

- *Fee Levels*– KMA will prepare a benchmark analysis to identify the total development impact fees and in-lieu fees collected by the local jurisdiction related to the construction of housing . Up to five (5) nearby or comparable jurisdictions will be selected for this comparison in consultation with City staff. It is expected that nearby jurisdictions and/or jurisdictions viewed as potential competitive locations for development would be considered for inclusion in the comparison. Fees related to reviewing and processing of permit applications will not be included in the summary A series of charts illustrating the findings of the fee comparison will be provided within the report.
- *Commercial Linkage Fees* – KMA will prepare a survey of the commercial linkage fee programs that are currently in place in other jurisdictions in Placer County. The survey will address the land uses subject to the fee, fee amounts, and the applicability of fees to downtown developments.

Deliverable for Task B: Technical memorandum addressing housing prototypes, construction costs (including development impact fees), affordability gaps for prototypes, and inclusionary programs and development impact fees of neighboring jurisdictions.

Meetings – Meeting with City staff to discuss findings of Housing Analysis

Task C. Facilitate Stakeholder Meeting #1

Consultant will participate in a community meeting which will serve to:

1. Educate stakeholders on the purpose of the inclusionary study and initial results of Housing Analysis;
2. Solicit feedback from the stakeholders on affordability gap analysis

Deliverable: Attend and facilitate Stakeholder Meeting and prepare related presentation/ informational materials

Deliverable: Meeting summary

Task D. Optional Task – Residential Nexus Analysis

This optional scope of service will provide a residential nexus analysis as an additional support measure for in-lieu fees. As noted above, the residential study is not necessary to establish in-lieu fees based on current law and so is included as an optional service. Since key inputs for the conduct of a residential nexus study will have already been established through other elements of the work program, there are some cost efficiencies to adding a residential nexus study to the scope.

Under this optional task, KMA will prepare a nexus analysis to document the impact of residential development on the need for affordable housing, quantify the cost of providing affordable units to mitigate the increased affordable housing need and determine the resulting mitigation cost on a per unit and per square foot basis. The purpose will be to provide nexus support for the City's affordable housing requirements and provide information regarding the affordable housing impacts of new development.

The following chart provides an illustration of the approach used in the residential nexus analysis in linking new residential units to the increased demand for affordable housing.

Nexus Analysis Concept

D.1. Residential Nexus Analysis

KMA will prepare a residential nexus analysis that demonstrates and quantifies the relationship between market rate and affordable housing. The analysis links the addition of new market rate units in Rocklin to increased demand for affordable housing, and the cost of mitigating the new demand. The analysis will track and quantify a series of steps commencing with the rent/ price/value of the new market rate unit (as developed in the Housing Analysis), the income of the household that buys or rents it, the consumption of goods and services of the household, the new jobs generated by that consumption, and the fact that some of the jobs have lower compensation levels that result in new worker households needing affordable housing.

To conduct the analysis, KMA uses two models: the IMPLAN model, which is purchased, and KMA's jobs-housing nexus model. The IMPLAN model is a commercially available model that was developed roughly thirty years ago and has been refined over the years. It is widely used in planning applications throughout the U.S. The analysis will use the IMPLAN model data set specific to Placer County.

The household income of the purchasers or renters of new residential units will be estimated based on the income needed to afford the sales prices or rents applicable to the new market rate units. Household income is then input into the IMPLAN model. The output of the IMPLAN model is the number of jobs in various industry categories that are associated with the consumer spending of new households.

The next portion of the nexus analysis uses the KMA jobs housing nexus model, originally developed to support jobs housing impact fee programs. This model analyzes the compensation levels of the new jobs generated and resulting household income. The KMA model imports local wage and salary data from the California Employment Development Department (EDD). Household incomes are compared to published income limits from the Department of Housing and Community Development (HCD) to determine the number of households qualifying within various income affordability levels.

The conclusion is the number of affordable housing units within each income category that are needed to mitigate the affordable housing impacts of new market rate residential development.

D.2 Affordability Gaps

A key input into the residential nexus analysis is the affordability gap, representing the difference between the development cost of a new affordable unit and the value of the unit with affordability restrictions in place. This will use the same information as generated in the Housing Analysis.

D.3 Mitigation Costs and Maximum Fee Levels Supported by the Nexus

The last step in the nexus analysis establishes a mitigation cost, or cost to deliver the affordable units that are needed. Affordability gaps from Task D.2 are combined with the number of affordable units needed by income category from Task D.1 to determine mitigation costs. Mitigation costs represent the maximum affordable housing fee level supported by the nexus and are expressed on both a per unit and per square foot basis.

D.4 Residential Nexus Report

If the City elects to proceed with the optional residential nexus analysis task, the analysis and findings will be summarized in a separate stand-alone residential nexus analysis report. Findings would also be referenced within the body of the main report.

Deliverable: Nexus Report

Meetings: Meeting with Staff to Discuss Nexus Report

Task E: Financial Feasibility Analysis

E.1 Alternative Inclusionary Requirements – KMA will prepare a real estate financial feasibility analysis to evaluate the sustainability of potential affordable housing requirements for new residential construction. This analysis can also be used to assist in defining a menu of compliance options that adjust the percentage of affordable units required depending on the degree of affordability achieved (i.e., moderate-, low-, very low-, and extremely low income), and that incentivize desired outcomes.

- *Pro Forma Analysis and Testing of Alternatives* – The base case models developed in Task B the Housing Analysis will be used and modified to reflect a range of alternative onsite inclusionary requirements, ranging in terms of the percent of units set aside and the level of affordability of the units;
- *Warranted Investment and Financial Feasibility* – In order for a new development project to be financially feasible, the projected sales revenue or net operating income must support a level of investment that exceeds the development costs enough to generate a return (profit) to the developer that adequately recognizes development risks. As a function of the large volume of projects KMA evaluates at any given time, we are well attuned to the developer return thresholds that are required by the private marketplace. To supplement our own sources, we also utilize third party sources to adjust developer return thresholds and cap rates including Real Estate Research Corporation (RERC) and Pwc, both of which provide regular updates on the housing market. Finally, local property sales and the cap rates reflected in those sales are another key source that will be reviewed.
- *Testing* – KMA will utilize the financial feasibility analysis to test the viability of a range of alternative affordable housing requirements or options. Findings will identify alternatives that are financially viable for projects and will inform the development of the inclusionary program and ordinance.

E.2 Alternative In-Lieu Fee Analysis – KMA will prepare an analysis to support adoption of affordable housing in-lieu fees. The in-lieu fee analysis will provide multiple metrics to help to inform establishment of an appropriate in-lieu fee, including the following:

a) In-lieu fee equivalent to the cost of delivering the affordable units on-site;

b) In-lieu fee that provides sufficient funding for the City to deliver the units through assistance to an off-site affordable housing project; and

c) Analysis of project types or circumstances in which accepting an in-lieu fee has the potential to be advantageous to the overall production of affordable housing.

d) In-Lieu Fee Equivalent to Cost to Deliver On- Site Affordable Units Within Project – KMA will calculate the in-lieu fee level that is equivalent to the cost of including a range of required affordable units on- site as part of the residential development project. The analysis will be based on the residential development prototypes, market pricing and rents established in the feasibility analysis. The analysis will calculate the forgone revenue experienced by the developer of a market rate project in setting aside affordable units within their projects. For rentals, the analysis is based on the difference in developer investment that can be supported by market rate rents as compared to affordable rents. This forgone developer revenue will be expressed in terms of an equivalent in-lieu fee amount. This is one basis for consideration when determining an appropriate in-lieu fee level.

e) In-Lieu Fee Sufficient to Replace Inclusionary Units – The City's cost of replacing affordable units that are not provided on-site through assistance to a stand-alone affordable project is another potential basis for in-lieu fees. KMA will have established the costs of producing affordable units through assistance to 100% affordable projects as part of the non-residential nexus study . This affordable unit production cost will then be expressed in terms of the in-lieu fee amount that would need to be collected to fund affordable units to replace inclusionary units that are not provided on-site.

Feasibility Analysis Deliverable: Technical memorandum summarizing findings regarding feasibility of alternative on-site inclusionary requirements and in-lieu fees.

Meeting with Staff to discuss feasibility findings

Task F: Facilitate Stakeholder Meeting #2

- KMA will participate in Meeting with Stakeholders to Discuss Draft Findings of Feasibility Analysis
- KMA will solicit feedback from Stakeholders

Task G. Non-Residential Nexus Study

This task encompasses preparation of a non-residential nexus analysis and report that will document the relationship between new development, job growth and affordable housing needs for a range of commercial development

types. The result will be a study to provide nexus support for adoption of a new commercial linkage fee in Rocklin.

G.1 Building Type Identification

A key initial decision is the determination of the building types for inclusion in the nexus study and supporting analyses. The objective will be to encompass the cross section of non-residential development expected to occur in the coming years that would be potentially subject to fees. Building types are expected to include hotels, retail, office, research and development / lab, and other industrial use types.

G.2 Market Conditions and Development Trends Overview

KMA will assemble and present data on market conditions and trends for commercial development in the City. Market data will address rent levels, vacancy rates, permitted construction activity, land values, and/or other relevant metrics. Data will be drawn from a range of published sources such as brokerage reports, market data firms, governmental reports and other sources.

G.3 Non-Residential Nexus Study

The Nexus Study will document and quantify the link between new commercial development in the City and the increased demand for affordable housing. The cost of providing needed affordable units will be calculated and converted to a per square foot mitigation cost for each building type. The mitigation cost per square foot establishes the upper limit for potential commercial linkage fees.

The nexus will be established through the following analysis steps:

a) *Employment* – The number of employees will be estimated for each of the building types using employment density ratios that are drawn from a variety of sources such as the Institute for Transportation Engineers, Trip Generation Handbook, published employment density studies, recent Environmental Impact Reports, planning studies, and project applications.

b) *Net New Employment* – Some jobs may not be net new to the local economy as they are replacing jobs lost in other declining sectors of the economy. An adjustment for purposes of the Nexus Study to reflect the share of employment that is net new is determined using data on employment trends available through the California Employment Development Department.

c) *Housing Units Required* – The number of net new workers is translated to an estimated total number of net new housing units required using the average number of workers in each working household from the U.S. Census.

d) *Household Incomes* – Household income of workers within each building type is identified by combining data from several published sources. The approach uses the most current and local compensation data available to provide a fine-grained distribution of worker household income:

1. Current worker compensation data for the County by detailed occupation category is obtained from the California Employment Development Department.
2. Worker occupations by industry category are identified using Bureau of Labor Statistics Occupational Employment Survey data. Industry categories corresponding to the specific building types are selected and weighted to reflect the local industry mix.
3. Current wage data is linked to the occupation data by building type to arrive at a fine- grained distribution of worker compensations by building type.
4. U.S. Census American Community Survey Public Use Microdata Sample (PUMS) data is used to calculate overall household income based on the pay level of individual workers. The data allows ratios between individual worker income and overall household income to be determined in a manner that is specific to the individual worker pay level and number of workers in the household. The approach results in a fine-grained distribution of worker household income that maximizes the use of current local data.

e) *Affordable Housing Need* – Worker household incomes from the prior step are compared to income criteria from the California Department of Housing and Community Development (HCD) to determine the number of affordable housing units needed at each income level.

f) *Mitigation Cost* – The mitigation cost analysis reflects the net subsidy required to deliver the needed affordable housing as determined in the prior step. KMA will estimate affordable unit development costs and typical net subsidy requirements based on recent affordable projects assisted locally. Mitigation costs are expressed per square foot of building area for each commercial building type, which establishes an upper limit on fees proportionate to the impacts.

Task H: Recommendations

- *Proposed Inclusionary Requirements and In-Lieu Fees* – Drawing on the findings of the Housing Analysis, and the Feasibility analyses described above, KMA will propose a set of inclusionary requirements and in-lieu fee options for Rocklin along with a supporting discussion that provides a clear and concise synthesis of the basis.
- *Conditions where In-Lieu Fee Provides Greatest Benefit* – KMA will analyze project types or conditions under which an in-lieu fee has the potential to offer a greater overall benefit for affordable housing production relative to inclusion of affordable housing on-site. The focus will be on tradeoffs between fees and on-site units for various project types and sizes.
- *Proposed Commercial Linkage Fees* – Based on the conclusions of the non-residential nexus study, the benchmark survey, and the City's objectives, KMA will recommend a series of linkage fees for new non-residential projects.

Deliverable – Executive Summary

Meeting with Staff to Discuss Draft Findings and Recommendations

Task I. Draft and Final Reports

KMA will prepare a comprehensive report documenting each of the analyses and findings. The report will provide an executive summary and a comprehensive set of recommendations for the City's consideration. The nexus technical analysis will be included in an attachment to the main report. KMA will provide a series of analyses that support the City's objectives and that are consistent with and expand upon the services articulated in the City's RFP. These services will culminate in the delivery of a report that:

- Summarizes the results of the survey of inclusionary programs and stakeholder feedback from the prior tasks,
- Provides an assessment of residential financial feasibility as well as guidance regarding structuring options for the inclusionary program that are balanced based on their financial impacts to projects and / or incentivize desired outcomes regarding production of affordable units.
- Provides analysis and recommendations regarding in-lieu fee levels and thresholds for projects to be eligible to pay in-lieu fees.
- Provides recommendations regarding approaches to adjusting fees based on changes in market conditions over time.
- Provides an executive summary of key recommendations and conclusions.

Deliverables – A draft report will be prepared for staff review. An administrative draft will be prepared for the Planning commission and City Council review, and a Final Report will be prepared after presentation to City Council

Task J. Planning Commission and City Council Meetings

KMA will attend and present findings at a meeting with the Planning Commission and a meeting with the City Councill Deliverable: Attendance, preparation of presentation, and public speaking role

Task K. Draft Ordinances

KMA will work with City staff and the City Attorney to develop a draft ordinance for the inclusionary program, including the provision of in-lieu fees, and a commercial linkage fee ordinance.

Deliverable: Draft Ordinances

Task L. Planning Commission and City Council Meetings

KMA will attend and participate in presentation of Draft Ordinances.

Required Statements/ Documents

3E

3E. REQUIRED STATEMENTS / DOCUMENTS

- Keyser Marston does not have any actual, apparent, direct or indirect conflicts of interest relative to the services requested in the RFP, nor do we have any conflicts of interest in working for the City of Rocklin.

- Keyser Marston agrees and is able to fulfill the indemnification and insurance requirements contained in the sample contract.

- Nothing contained in this proposal is proprietary.

Exceptions

3F

3F. EXCEPTIONS

KMA would like to request the following change to the language in the City's standard contract:

[Requested additional language is indicated with both, underlined text.]

9. PROPERTY OF CITY
It is mutually agreed that all materials prepared by the Contractor under this Contract, **with the exception of Contractor's proprietary live Excel models used to prepare Nexus analysis**, 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.

Competency of Proposer

3G

3G. COMPETENCY OF PROPOSER

Keyser Marston has not had any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years.

Keyser Marston has not had a contract terminated by a client for breach of contract.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Chapa-De South Placer Clinic into Community Facilities District No. 1

Date: April 8, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 1 (Annexation No. 91) and to Authorize the Levy of Special Taxes Therein (Chapa-De South Placer Clinic).

Background:
Chapa-De South Placer Clinic, Assessor's Parcel Numbers 378-010-013-000, 378-010-014-000, and 378- 010-015-000, is a business professional development property located at the northwest corner of the intersection of West Stanford Ranch Road and Wildcat Boulevard. The annexation map is included as Attachment 2. The development of Chapa-De South Placer Clinic is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 1. CFD No. 1 provides financing for the operation and maintenance of fire protection and suppression services and paramedic services.

The landowner has submitted a petition and waiver letter for CFD No. 1 (Attachment 3), which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its meeting on May 13, 2025.

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

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

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX TERRITORY TO ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 91) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Chapa-De South Placer Clinic)

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

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

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

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 1 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 91 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 91 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Chapa-De South Placer Clinic.

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

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

a) Single family detached - $258.27
b) Condominium - $258.27
c) Multi-family with up to four units - $387.41

d) Multi-family with five or more units - $811.71
e) Commercial - $338.21
f) Light industrial - $405.86

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

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

Section 8. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 1, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on May 13, 2025, at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

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

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

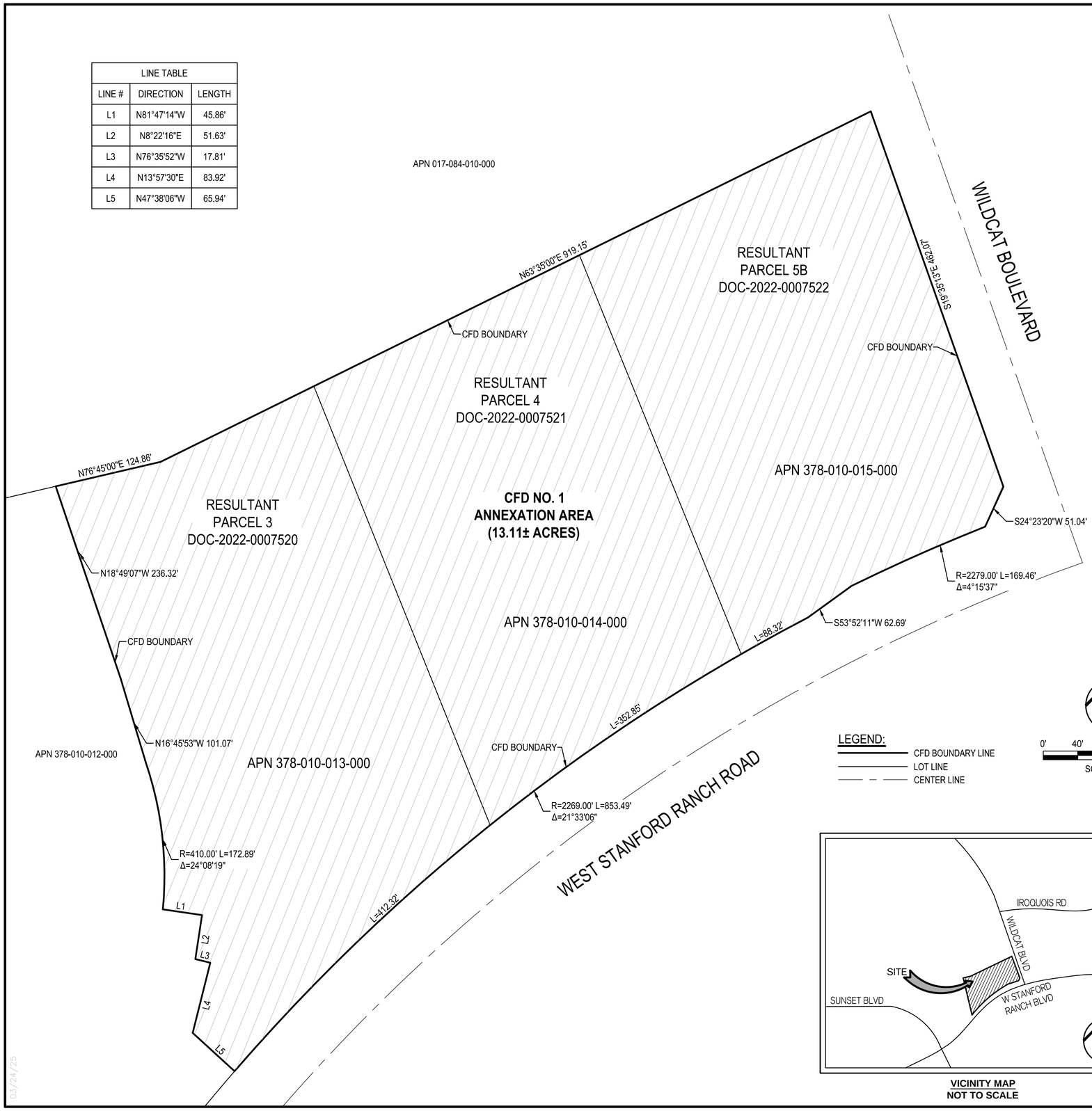
BOOK ____ OF COMMUNITY FACILITIES DISTRICT, PAGE ____

CHAPA-DE SOUTH PLACER CLINIC ANNEXATION MAP NO. 91 OF COMMUNITY FACILITIES DISTRICT NO. 1

BEING RESULTANT LOTS 3, 4, AND 5B AS DESCRIBED IN THE GRANT DEEDS D.N. 2022-0007520,D.N. 2022-0007521, AND D.N. 2022-0007522, PLACER COUNTY RECORDS, AND ALSO BEING PORTIONS OF SECTIONS 10 AND 11, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
MARCH, 2025

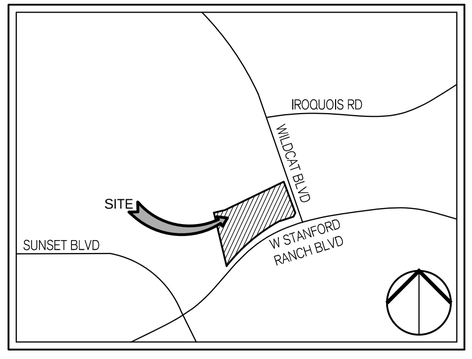
SIEGFRIED
CIVIL ENGINEERING
STRUCTURAL ENGINEERING
SURVEYING
PLANNING
3428 Brookside Road, Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N81°47'14"W	45.86'
L2	N8°22'16"E	51.63'
L3	N76°35'52"W	17.81'
L4	N13°57'30"E	83.92'
L5	N47°38'06"W	65.94'



LEGEND:
- CFD BOUNDARY LINE
- LOT LINE
- CENTER LINE

0' 40' 80' 160'
SCALE: 1"=80'



VICINITY MAP
NOT TO SCALE

NOTES:

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA," FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____DAY OF _____, 2025.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 91 TO COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ O'CLOCK _____M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO _____ BY: _____
PLACER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE: _____

03/24/25

CHAPA-DE
INDIAN HEALTH

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

Re: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982
Community Facilities District No. 1 (Annexation No. 91), Chapa-De South Placer Clinic

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin **Community Facilities District No. 1 (Annexation No. 91)** (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

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

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

The undersigned hereby waives any other time for and notices of said special election under the Act, and the inclusion of an impartial analysis and arguments and rebuttals in the ballot materials. In furtherance of this waiver, the election may be conducted by mail or hand delivered ballot, to

CHAPA-DE
INDIAN HEALTH

be returned as quickly as possible to the City Clerk of the City, and the results of said election may be canvassed and reported to you as soon as possible.

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

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

Respectfully submitted as of this 24 day of February, 2025.

Chapa-De Indian Health
(name of owner of fee)

By _____
(Chief Executive Officer)

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel Nos. 378-010-013-000, 378-010-014-000, and 378-010-015-000 and the property consists of a total of 13.11 acres.

The address of the above owner for purposes of receiving all notices and ballots is 11670 Atwood Rd. Auburn, CA 95603.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Intention to Annex Chapa-De South Placer Clinic into Community Facilities District No. 5

Date: April 8, 2025

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

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intention to Annex Territory to Rocklin Community Facilities District No. 5 (Annexation No. 76) and to Authorize the Levy of Special Taxes Therein (Chapa-De South Placer Clinic).

Background:
Chapa-De South Placer Clinic, Assessor's Parcel Numbers 378-010-013-000, 378-010-014-000, and 378-010-015-000, is a business professional development property located at the northwest corner of the intersection of West Stanford Ranch Road and Wildcat Boulevard. The annexation map is included as Attachment 3. The development of Chapa-De South Placer Clinic is conditioned on, among other things, annexation into Community Facilities District (CFD) No. 5.

CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The rate and method of apportionment of the special tax levy to pay for the services provided to the annexation territory is included as Exhibit A to the resolution (Attachment 2).

The landowner has submitted a petition and waiver letter for CFD No. 5 (Attachment 4), which requests the annexation to occur and waives some of the procedural requirements for processing the annexation. With the petitions and waivers, the City Council may adopt the resolution of intention (Attachment 1) at this meeting, and proceed with the public hearing and election, and order the annexation at its meeting on May 13, 2025.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Annexation into CFD No. 5 would allow special taxes to be levied and collected to pay for services provided to the annexation territory.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Rate and Method of Apportionment
3. Annexation Map
4. Waiver of Notice Letter

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENTION TO ANNEX TERRITORY TO ROCKLIN COMMUNITY FACILITIES DISTRICT NO. 5 (ANNEXATION NO. 76) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN
(Chapa-De South Placer Clinic)

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

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

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

Section 3. The territory included in the existing CFD is as shown on the amended maps thereof filed in Book 3 of Maps of Community Facilities Districts to which maps reference is hereby made. The territory proposed to be annexed to the CFD is as shown on the Annexation Map No. 76 to the CFD on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded in the office of the Placer County Recorder the Annexation Map No. 76 to the CFD, showing the territory to be annexed, within fifteen days of the date of adopting of this resolution. Said territory is commonly known as Chapa-De South Placer Clinic.

Section 4. The public services authorized for the existing CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting. The services to be provided in the territory proposed to be annexed to the CFD are operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting as described in section 3 of Resolution No. 96-255 adopted by the Council on October 8, 1996, ("Resolution of Formation"), together with drainage and waterway maintenance, open spaces and park trail maintenance, roadway maintenance, maintenance of signalized intersections and safety lighting, roadway landscaping and associated signage and infrastructure. It is presently intended that the public services shall be shared without preference or priority by the existing territory in the CFD and the territory proposed to be annexed to the CFD, while the additional services described above shall be provided without preference or priority within the territory proposed to be annexed to the CFD as described herein and to other territory annexed to the CFD in the future, as and to the extent described in any proceedings related thereto.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all such services will be annually levied and collected in the same manner as

ordinary ad valorem property taxes within the territory proposed to be annexed to the CFD as set forth in the attached Exhibit A, Rate and Method of Apportionment of Special Tax, incorporated herein by reference. The special tax shall be levied pursuant to the applicable ordinances previously adopted by the Council for the CFD.

Section 6. No alteration in the special tax rate authorized to be levied in the existing CFD shall be made as a result of the proposed annexation.

Section 7. A public hearing on the matter of the proposed annexation to Rocklin Community Facilities District No. 5, and for consideration and final determination of whether the public interest, convenience and necessity require the annexation of territory to the CFD and the levy of special taxes therein, shall be held on May 13, 2025 at 6:00 P.M. in the City of Rocklin Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby directed to give notice of the hearing in accordance with sections 53339.4, 53322 and 53322.4 of the Act by publication in the Placer Herald once at least seven (7) days prior to the hearing and by first-class mail to each registered voter and each landowner within the territory proposed to be annexed to the CFD at least 15 days before the hearing. The notice shall be substantially in the form specified in section 53339.4 of the Act.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 5 - ANNEXATION NO. 76
(Chapa-De South Placer Clinic)

A. Purpose for the Special Tax.

The annual special tax shall be levied by the City on each parcel within the Rocklin Community Facilities District No. 5 – Annexation No. 76 (Chapa-De South Placer Clinic) (the "CFD") as shown on the Placer County Assessor's records, based on the apportionment procedure specified herein for the purpose of paying for authorized public services.

B. Determination of Parcels Subject to the Special Tax.

The basis for determining the parcels subject to the special tax will be the equalized property tax roll produced by the County Assessor of Placer County. The following parcels shall be exempt from the special tax:

1. All parcels which are designated to be owned or which are owned by federal, state, the City and local governments or any public agency at the time of the approval of the special tax and all parcels designated in whole as wetlands, and/or open space by the City.

Parcels originally designated for such public uses but which are redesignated or rezoned for residential, commercial, or industrial use in the future, shall become subject to the special tax. Any parcel zoned residential, commercial, or industrial which is rezoned to an excluded category, shall continue to be taxed at up to the maximum annual tax originally assigned to the parcel.

C. Definitions.

"Administration Expenses" means the cost associated with the administration of the Community Facilities District. Administration costs may include, but are not limited to the cost of tax collection, legal fees, legal notices, direct labor, indirect cost allocations, and contract services.

"Administrator" means the person or firm designated by the City to administer the special tax according to this rate and method of apportionment of special tax.

"Annual Special Tax Requirement" means the amount necessary each year to pay for the activities of the Facilities District No. 5, Annexation No. 76 (Chapa-De South Placer Clinic).

"Annual Special Tax" means the amount of tax levied each year on each parcel.

"CFD" means Rocklin Community Facilities District No. 5.

"City" means the City of Rocklin.

"Commercial Lot" means any Final Lot which is not a Single-Family Lot or Multi-Family Lot.

"Council" means the City Council of the City of Rocklin.

"Equivalent Dwelling Unit (EDU)" is defined as follows:

Single Family Unit	1 EDU
Multi-family Unit	.63 EDU
Commercial Lot (all non-residential)	3 EDU/acre
Undeveloped Property	3 EDU/acre

"Final Lot" means any lot subdivided down to its ultimate size consistent with its zone as approved by the City pursuant to the Subdivision Map Act (California Government Code §66410, et seq.) and for which a building permit may be issued. For all lots exclusive of single family dwelling lots, the lots of a parcel will not become a "Final Lot" until at least one building permit has been applied for and issued for construction of a structure on that parcel.

"Fiscal Year" means July 1 to June 30 of any year.

"Maximum Annual Special Tax" means the maximum special tax that can be levied against a parcel in any year.

"Maximum Annual Tax for Final Lots" means $107.15 per EDU, adjusted annually for inflation by a factor of 4%.

"Maximum Annual Tax for Undeveloped Property" means $321.45 per acre, adjusted annually for inflation by a factor of 4%.

"Multi-Family Lot" means a Final Lot used or designated for use as multi-family housing units.

"Single-Family Lot" means any Final Lot used or designated for use as a single-family unit or duplex.

"Special Tax Requirement" means the amount necessary in any fiscal year to pay for the authorized services set forth in the Resolution of Intention, and to cure any delinquencies in the payment of special taxes levied in prior years or (based on delinquencies in the

payment of special taxes which have already taken place) are expected to occur in the fiscal year in which the tax will be collected.

"Undeveloped Property" means all property which is not a final lot.

D. **Calculating the Maximum Annual Special Tax.**

The Maximum Annual Special Tax for each Final Lot and Undeveloped Property shall be calculated as follows:

Step 1 Identify all Final Lots in the CFD and determine if the Final Lot is a single family lot, a Multi-Family Lot or a Commercial Lot.

Step 2
a) For each Single Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots.

b) For each Multi-Family Lot identified in Step 1, apply the Maximum Annual Tax for Final Lots, multiplied by .63, and multiplied again by the number of dwelling units approved or built on each multi-family lot.

c) For each Commercial Lot identified in Step 1, multiply the acreage within the Commercial Lot by 3, and multiply the result by the Maximum Annual Tax for Final Lots.

Step 3 Identify all Undeveloped Property by acreage.

Step 4 Apply the Maximum Annual Tax Rate for Undeveloped Property to each acre of undeveloped property identified in Step 3.

E **Changes to the Maximum Annual Tax.**

Beginning July 1, 2025 and each July 1, thereafter, the maximum annual tax shall be increased by 4%.

F. **Apportionment and Levy of Special Tax.**

Commencing with fiscal year 2025/26 and for each following fiscal year, the administrator shall determine the annual special tax requirement for the CFD by applying the following steps. Based on the administrator's determination, the special tax will be levied.

Step 5 Identify the total Special Tax Requirement to be paid in the fiscal year for which the special tax is being calculated.

Step 6 For each Final Lot, determine the number of EDUs for that lot by applying the appropriate land use factor shown in the table above.

Step 7 Add all EDUs determined in Step 6.

Step 8 Divide the total Special Tax Requirement by the total number of EDUs to determine the annual tax per EDU and multiply that amount times the number of EDUs in each Final Lot applying the appropriate land use factor.

Step 9 If the amount calculated in Step 8 is less than or equal to the Maximum Annual Tax for Final Lots, then that amount shall be levied on all Final Lots. **If the amount calculated in Step 8 is more than the maximum annual tax, the maximum annual tax should be levied on all final lots.**

If the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots is less than the Special Tax Requirement, then that difference shall be collected by an assessment against the Undeveloped Property.

Step 10 Subtract the total amount of tax available after taxing all Final Lots at the Maximum Annual Tax for Final Lots from the Special Tax Requirement.

Step 11 Determine the total number of acres of Undeveloped Property.

Step 12 Divide the remaining Special Tax Requirement from Step 10 by the total number of acres of Undeveloped Property to arrive at the annual tax per acre of Undeveloped Property and the levy that amount against each acre of Undeveloped Property, up to the Maximum Annual Tax for Undeveloped Property.

G. **Manner of Collection.**

The special taxes for the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes.

The following parcels, and any subsequent parcels stemming from the following parcels, are included with the Community Facilities District No. 5 – Annexation No. 76 APNs 378-010-013-000, 378-010-014-000, and 378-010-015-000.

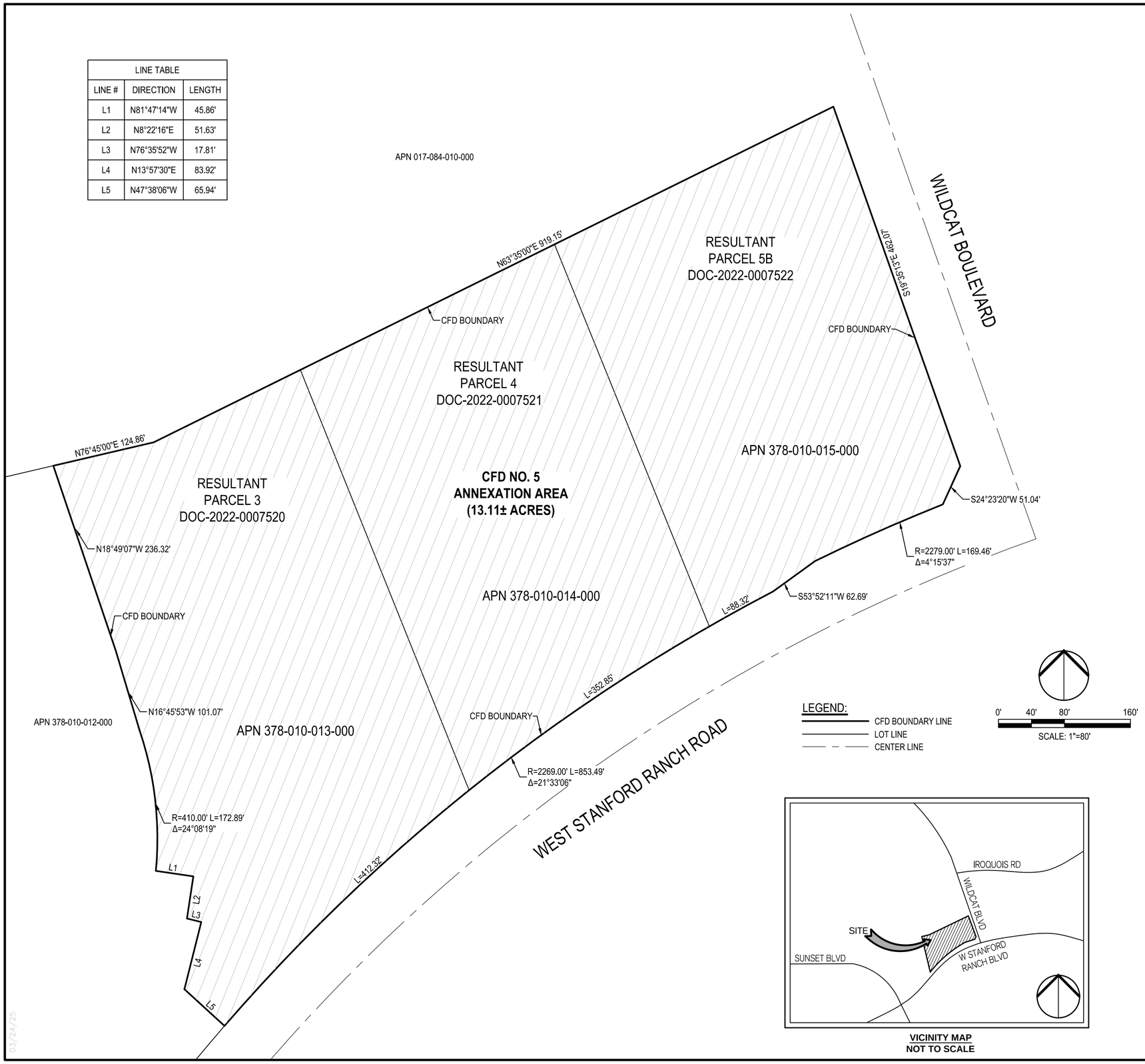
BOOK ____ OF COMMUNITY FACILITIES DISTRICT, PAGE ____

CHAPA-DE SOUTH PLACER CLINIC ANNEXATION MAP NO. 76 OF COMMUNITY FACILITIES DISTRICT NO. 5

BEING RESULTANT LOTS 3, 4, AND 5B AS DESCRIBED IN THE GRANT DEEDS D.N. 2022-0007520,D.N. 2022-0007521, AND D.N. 2022-0007522, PLACER COUNTY RECORDS, AND ALSO BEING PORTIONS OF SECTIONS 10 AND 11, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA
MARCH, 2025

SIEGFRIED
CIVIL ENGINEERING
STRUCTURAL ENGINEERING
SURVEYING
PLANNING
3428 Brookside Road, Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N81°47'14"W	45.86'
L2	N8°22'16"E	51.63'
L3	N76°35'52"W	17.81'
L4	N13°57'30"E	83.92'
L5	N47°38'06"W	65.94'



LEGEND:
- CFD BOUNDARY LINE
- LOT LINE
- CENTER LINE

0' 40' 80' 160'
SCALE: 1"=80'

VICINITY MAP
NOT TO SCALE

NOTES:

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA," FILED THE 13TH DAY OF SEPTEMBER, 1996, AT THE HOUR OF 2:06 P.M. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT, AT PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____DAY OF _____, 2025.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT:

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 76 TO COMMUNITY FACILITIES DISTRICT NO. 5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE _____DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ O'CLOCK _____M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO _____ BY: _____
PLACER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE: _____

03/24/25

CHAPA-DE
INDIAN HEALTH

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

Re: Waiver of Notice and Time Requirements in Connection with Special Election for Approval of Special Tax Levy under Mello-Roos Community Facilities Act of 1982
Community Facilities District No. 5 (Annexation No. 76), Chapa-De South Placer Clinic

Honorable Members of the Rocklin City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below, and hereby requests that the City of Rocklin (the "City") begin proceedings to annex territory, including the property identified below, to the Rocklin **Community Facilities District No. 5 (Annexation No. 76)** (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code section 53111 et seq.) (the "Act").

The undersigned hereby further requests that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of providing the operation and maintenance of publicly owned parks, parkways, landscaping, street/parkway lighting, drainage and waterway maintenance, open space and park trail maintenance, roadway maintenance, maintenance of signalized intersections and safety lighting, roadway landscaping and associated signage and infrastructure to the real property proposed to be annexed.

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

CHAPA-DE
INDIAN HEALTH

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

This waiver shall be applicable only to the special election in connection with the annexation of the real property identified below to the Rocklin Community Facilities District No. 5 and the levy of a special tax, and shall not be construed as applicable to any other or unrelated special election.
Submitted herewith is a check for $4,621.00 to be used by the City to pay the costs incurred by the City in the annexation process.

Respectfully submitted as of this 24 day of February, 2025.

Chapa-De Indian Health
(name of owner of fee)

By _____
(Chief Executive Officer)

The property that is the subject of this Petition and owned (not leased or optioned) by the above owner is Placer County Assessor Parcel Nos. 378-010-013-000, 378-010-014-000, and 378-010-015-000 and the property consists of a total of 13.11 acres.

The address of the above owner for purposes of receiving all notices and ballots is 11670 Atwood Rd. Auburn, CA 95603.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: CAL FIRE Local Responsibility Area Wildland Protection Reimbursement Agreement

Date: April 8, 2025

Submitted By: Reginald Williams, Fire Chief
Ryan Brayton, Deputy Fire Chief
Shawn Watkins, Deputy Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) and Related Budget Amendment.

Background:
Since 1997, the City of Rocklin has contracted with CAL FIRE for wildland fire protection of the Clover Valley Lakes area. On an annual basis, the City Council must authorize the City Manager to sign an agreement on the City's behalf with CAL FIRE for the protection of wildlands in the annexation territory. The agreement provides for annual renewals and rate adjustments for as long as CAL FIRE services are necessary or desirable. In 2004, Resolution No. 2004-105 authorized a reimbursement agreement for the developers of Clover Valley Lakes area to reimburse the City for the cost of CAL FIRE wildland fire protection services for the Clover Valley Lakes area. The agreement remains in effect for as long as CAL FIRE provides fire protection of wildlands within the annexation territory.

In 2020, Resolution No. 2020-126 was adopted by the City Council on July 14, 2020 for Fiscal Year 2020/21, which approved the CAL FIRE Agreement Cost Calculations for the Clover Valley Lakes area for 622.5 acres. In 2019, the developer, Massie & Company, LLC, sold approximately 95 acres to Jessup University. This transaction and change of ownership resulted in an amendment to the original agreement, as well as an evaluation of the current acreage. The amended acreage was determined and confirmed with the Placer County GIS and County Assessor's Office as 613.2 acres (including the Jessup University portion). CAL FIRE has included the Agreement Cost Calculations on page 8 of the contract (2CA06887) (Resolution Exhibit A).

The agreement with CAL FIRE provides the City of Rocklin with automatic responses to wildland fires in the area. On "High Fire Dispatch" days, the City will receive two dozers, six

engines, two Chief Officers, two Hand Crews, one Helicopter, one Air Attack, and two Air Tankers free of charge. See page 17 contract 2CA06887 (Resolution Exhibit A) for details pertaining to the Operating Plan.

Fiscal Impact:
Sufficient funds are available in the Fiscal Year 2024/25 Operating Budget in the General Fund (100) to support the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE FIRE PROGRAMS LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) AND RELATED BUDGET AMENDMENT

WHEREAS, the State of California Department of Forestry and Fire Protection (CAL FIRE) has the ability to provide wildland fire protection within the Clover Valley Lakes area of the City of Rocklin, and the City desires to contract with CAL FIRE to provide this service as long as portions of the Clover Valley Lakes area remains undeveloped; and

WHEREAS, pursuant to Resolution No. 2003-276, the City Council authorized the City Manager to execute the annual wildland fire protection agreement (Agreement) for the Clover Valley Lakes area with CAL FIRE, providing a cost to the City; and

WHEREAS, pursuant to Resolution No. 2004-105, and in accordance with Exhibit A to Resolution No. 2004-105, the developer(s) of Clover Valley Lakes area entered into a reimbursement agreement to reimburse the City for the cost of CAL FIRE wildland protection service. The Agreement remains in effect for as long as CAL FIRE provides protection of wildlands within the annexation territory; and

WHEREAS, an Operating Plan submitted with the CAL FIRE agreement provides the City with wildland fire protection and would cover the expenses of a wildland fire response; and in the absence of contract coverage through CAL FIRE, the City would be responsible to pay for CAL FIRE response costs; and

WHEREAS, the current CAL FIRE agreement cost calculations for 613.2 acres will cost $29,439.09 for Fiscal Year (FY) 2024/25.

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 annual Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for wildland fire protection within the Clover Valley Lakes area of the City of Rocklin for FY 2024/25 is approved in substantially the

form attached hereto as Exhibit A to Resolution, and the City Manager is authorized to execute the agreement on behalf of the City.

Section 3. The City Manager is authorized to take necessary budgetary and accounting actions to implement and administer this Reimbursement Agreement.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
LG-W REV 1/2024

AGREEMENT NUMBER	2CA06887
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of Rocklin

2. The term of this Agreement is: July 1st, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $ 29,439.09
Twenty nine thousand four hundred thirty nine dollars and nine cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0	pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	12	pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Rocklin

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Aly Zimmerman, City Manager

ADDRESS
3970 Rocklin Road
Rocklin, CA 95677

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Deputy Director, Cooperative Fire Protection

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Rocklin
Name:	Brian Estes	Name:	Reginald Williams, Fire Chief
Phone:	530-277-2300	Phone:	916-625-5310
Fax:	530-823-9201	Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Brian Estes	Local Agency:	City of Rocklin
Section/Unit:	Nevada - Yuba - Placer	Section/Unit:	Fire Department
Attention:	Jim Hudson	Attention:	Reginald Williams, Fire Chief
Address:	13760 Lincoln Way Auburn, CA 95603	Address:	4060 Rocklin Road Rocklin, CA 95677
Phone:	530-277-2300	Phone:	916-625-5310
Fax:	530-823-9201	Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2024, by and between the State of California, hereinafter called STATE and City of Rocklin, County of Placer, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word “Contractor” that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 613.2 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of $42.58 per acre, plus an 12.75% administrative charge for a total of $29,439.09 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

   Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

   If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

   Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

   Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

   This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

   Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) **29005**

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA) WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE) AND THE CITY/TOWN OF Rocklin A LOCAL AGENCY FOR THE 2024/2025 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 613.2

General Fund Reimbursement	$ 18.62	$ 11,417.78
Unit Budget	$ 23.96	$ 14,692.27
Sub-Total		$ 26,110.06
Admin Rate	12.75%	$ 3,329.03
Total Protection Cost		**$ 29,439.09**

Comments Section:

City of Rocklin
Local Wildland Contract - 2024/2025

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EXHIBIT E

FY 2024/25

OPERATING PLAN

TO THE AGREEMENT FOR WILDLAND FIRE PROTECTION

WITHIN LOCAL RESPONSIBILITY AREA

BETWEEN

CITY OF ROCKLIN

AND

CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION

NEVADA-YUBA-PLACER UNIT

Docusign Envelope ID: F6599234-EABC-4923-849A-6F4B90A7AA31

OPERATING PLAN

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2. Authority of Plan 12
3. Purpose of Plan 12
4. Definitions and Restrictions 12
5. Procedures 12
6. General Procedures 13
7. Fire Prevention 14
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APPENDIX

CAL FIRE Nevada-Yuba-Placer Unit Pre-Planned Response A-1
City of Rocklin Pre-Planned Response A-2
Wildland Fire Protection Contract Map A-3

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OPERATING PLAN

1. WHO

   This operating plan is between the California Department of Forestry and Fire Protection Nevada-Yuba-Placer Unit (CAL FIRE) and the City of Rocklin (City). It has been developed to specifically discuss the contractual agreement with CAL FIRE and the City for Watershed Fire Protection within the City limits.

2. AUTHORITY OF PLAN

   The operating plan is required of both agencies by the agreement between CAL FIRE and the City for wildland fire protection within Local Agency dated **July 1, 2024,** herein after referred to as AGREEMENT.

3. PURPOSE OF PLAN

   This operating plan will provide the Chief Officers of both agencies a means for executing the AGREEMENT and is “Exhibit B” to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

   See AGREEMENT for definitions and descriptions of general terms.

   This operating plan does not allow either agency to operate outside the limitations stated in the AGREEMENT and any existing automatic mutual aid agreements.

5. PROCEDURES

   A. Fire reporting/reports – When the City of Rocklin Fire Department receives a report of a wildfire within the area covered by the AGREEMENT, it will promptly notify the CAL FIRE Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available to the other upon request no later than 60 days.

   B. Incident Management – The Incident Command System (ICS) will be used to manage wildfires within the AGREEMENT area. A Unified Command Structure will be implemented with a CAL FIRE representative as IC and a City of Rocklin Fire Department representative as Deputy IC.

   C. AGREEMENT Area Fires – Each agency will maintain a pre-planned response for fires within the AGREEMENT area. Immediate cooperation between agency dispatch centers will occur to insure commonality in resource utilization. State resources will be ordered consistent with the terms of the AGREEMENT through the ECC. Any State augmentation to the pre-planned State response must be

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authorized by a CAL FIRE officer. Augmentation above pre-planned response may require, through post audit, that adjacent CAL FIRE Direct Protection Area was threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the City of Rocklin Department Emergency Command Center to insure proper utilization of the Master Mutual Aid Agreement.

D. Mutual Aid – for the purpose of this agreement, all initial attack resources will be considered mutual aid.

E. Initial Attack – Initial Attack resources will always be based on the closest forces concept as identified in the pre-planned initial attack response areas.

F. Move-up and Cover – Station coverage will be exchanged between both agencies when appropriate. Normally covering agency engines should be replaced with specific agency resources as soon as possible to prevent long term coverage problems.

G. Fire Information – Nothing in the operation of a Joint Public Information Center would preclude following agency internal information policy or procedure.

Unified Command Fire:

1. Representatives of both agencies will meet as needed to discuss procedures and locations of potential Information Centers. Both agencies will strive to keep personnel certified in the field of Public Information for use during emergencies.

2. The Unified Command will determine which agency will provide the lead Information Officer, but normally it would be the agency with the greatest commitment of resources.

H. Parties to this agreement (Chief Officer level) may order resources directly from each other's Emergency Command Centers when an immediate need exists. These resources include engines, fire crews, and bulldozers, in accordance with the AGREEMENT. The closest forces concept will be utilized.

6. GENERAL PROCEDURES

Each agency's representative and ECC personnel will meet annually to discuss, review, and update boundary fire dispatching, AGREEMENT area dispatching, fire reporting procedures, and exchange information which would affect the other agency.

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7. FIRE PREVENTION

A. POLICY

All fire prevention activities conducted on lands within the AGREEMENT area will be consistent with both agencies' guidelines. CAL FIRE and City of Rocklin Fire Department will be expected to conduct a year-round aggressive fire prevention program using guidelines within the CAL FIRE Handbook 9000 and City of Rocklin Fire Department Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions so a proactive fire prevention plan can be generated and followed.

1. Protection/Planning Issues - Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the City limits is the responsibility of the City of Rocklin Fire Department, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.

2. Hazard Reduction Inspections

   a) Home Inspection – CAL FIRE will work directly with the City of Rocklin Fire Department to enforce Public Resources Code Sections 4291, 4446, 4442, 4443, 4123, or applicable International Fire Code sections.

   b) Powerline Inspections – CAL FIRE will work directly with the City of Rocklin Fire Department concerning the inspections of power lines over 750 volts, using PRC 4292, 4293, as a guide.

B. RESPONSIBILITY

CAL FIRE and the City of Rocklin Fire Department personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish and attain fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire prevention, along with suppression and general emergency mitigation, is a primary role for both agencies. The demand for future services will increase thus requiring more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreation use.

2. Increased residential and commercial development.

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3. Industrial Activity.

D. OBJECTIVES

The objective of the fire prevention plan is the cost-effective reduction of fire suppression expenditures and damages from person caused fires. It is also a current and comprehensive public education program directed towards fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

1. Public Education

a) School programs, ages K-3.

b) Timely newspaper articles concerning fire awareness.

2. Code Enforcement

a) Active PRC 4291 home inspection program in targeted areas.

b) Enforcement of the Fire Safe ordinances as they apply to construction in watershed areas.

c) Active role in railroad and powerline inspections as resources allow.

3. Area Involvement

a) Maintain a trained staff for public information during wildfire events in the City.

F. FUEL MODIFICATION

Both agencies will continue to encourage property owners and associations that own property to establish and maintain a healthy fuel complex through the following avenues:

1. Explore prescribed burning through available programs.

2. Forest Practice Inspections.

3. Manual fuel modification with mechanized programs (bio-mass), handcrew programs, and local resources.

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4. Group bio-mass programs to control stems per acres and remove dead and down materials.

G. BURNING PERMIT ADMINISTRATION

Burning Permit Issuance

1. The City of Rocklin Fire Department has the responsibility of issuing burn permits within the City limits and therefore the AGREEMENT area. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. Guidelines will mirror those established by CAL FIRE to ensure consistency in burn programs in both the City and areas adjacent to the City.

2. The suspension of burning permits in the AGREEMENT area will be directly related to the permit suspension procedures outside of the AGREEMENT area to ensure consistency. Suspensions will be based on input from CAL FIRE and the City of Rocklin Fire Department.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the Operating Plan will provide for orderly and timely amendments and revisions of the Plan. The monitoring will determine if:

1. Objectives are being met.

2. Plan direction is being followed.

3. Plan is achieving desired results.

This Operating Plan has been approved and authorized as Exhibit B to be attached to the Wildland Fire Protection for Local Responsibility Areas Agreement between the NEU Unit and the City of Rocklin.

For STATE:
California Department of
Forestry and Fire Protection
Nevada-Yuba-Placer Unit
13760 Lincoln Way
Auburn, CA 95603

DocuSigned by:
Brian Estes
BC2E0B9A12EA4B3...
Brian Estes, Unit Chief

For LOCAL AGENCY:

City of Rocklin Fire Department
4060 Rocklin Road,
Rocklin, CA 95677

Reginald Williams, Fire Chief

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A-1

CAL FIRE DISPTACH PLAN

PRE-PLANNED RESPONSE

ROCKLIN WATERSHED CONTRACT

	DOZER	ENGINES	OFFICER	CREWS	HELICOPTER	AIR ATTACK	AIR TANKER
LOW	0	2	1	0	0	0	0
MEDIUM	1	4	1	2	TYPE II 1	1	2
HIGH	2	6	2	2	TYPE II 1	1	2

**** Rocklin Fire Department resources not included in wildland response resources.***

<table>
<tr><td colspan="2">Station Proximity

1. Auburn CAL FIRE 2 Engine
2. Foresthill CAL FIRE 1 Engine
3. Higgins CAL FIRE 2 Engine
4. Colfax CAL FIRE 1 Engine</td><td>Air Attack

*Initial aircraft will be dispatched under the closest forces concept.</td></tr>
<tr><td>Bulldozers
1. Auburn
2. Nevada City</td><td>Handcrews
1. Washington Ridge
2. Growlersberg
3. Placer Center</td><td>Copters
*Initial helicopter dispatch will be under the closest forces concept</td></tr>
</table>

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A-2

ROCKLIN DISPATCH PLAN

PRE-PLANNED RESPONSE

ROCKLIN WATERSHED CONTRACT AREA

VEGETATION FIRE RESPONSE

ENGINES	OFFICER
2	1

STRUCTURE PROTECTION

ENGINES	OFFICER
3	1

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Vacant Property Weed Abatement

Date: April 8, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Declaring Conditions at Locations within the City of Rocklin to be a Public Nuisance, Ordering Weed Abatement of Same, and Setting the Date and Time for a Protest Hearing.

Background:
Rocklin Municipal Code Chapter 8.12 requires that the property owners of vacant parcels within the City clear their properties of weeds and debris thereby eliminating potential fire hazards. This requires continual maintenance, during the fire season, as weeds are seasonal and continue to grow making them a recurrent nuisance pursuant to California Government Code Section 39562.1.

As part of the weed abatement and rubbish program, the City will send notifications to approximately 170 property owners reminding them of their responsibility to maintain their parcels on an annual basis, as well as, provide them with the City Council adopted Vegetation Maintenance Standards, the date for the protest hearing, and other pertinent timeframes involved. For reference, the notification is included as Attachment 3. Failure to comply will result in the City performing the weed abatement and charging parcel owners for the services rendered. If payment for services is not made to the City, a lien will be placed against the property.

Declaring the private parcels a public nuisances will allow the City to take action in the event the owners do not complete the required weed abatement by June 1, 2025, and/or fail to address the re-growth issue during the burn season.

To complete the weed and rubbish abatement process, the City is required to hold a notice to protest hearing to hear objections from any landowners whose property has been declared a nuisance. If approved by the City Council, notices will be sent to the owners of the properties declared a nuisance, via certified letters mailed April 9, 2025, and the Protest Hearing will be set for the April 22, 2025 City Council Meeting. After hearing any objections, the City Council shall allow or overrule any objections. At that time, the City Council will acquire jurisdiction to

proceed and perform the work of removal, and by approving the attached resolution makes the order to proceed with abatement.

Fiscal Impact:
There is no additional fiscal impact to the General Fund associated with administering the hearing process.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Vacant Parcels
3. City Notification Letter

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING CONDITIONS AT LOCATIONS WITHIN THE CITY OF ROCKLIN TO BE A PUBLIC NUISANCE, ORDERING WEED ABATEMENT OF SAME, AND SETTING THE DATE AND TIME FOR A PROTEST HEARING

WHEREAS, there is an accumulation of combustibles, weeds, and other rank growth on the vacant parcels identified in Exhibit "A," which pose a hazard to the public health and safety, those conditions constitute a public nuisance, and substantially increase the fire hazard; and

WHEREAS, the City's Standards for Maintenance of Vacant Parcels and Rocklin Municipal Code Chapter 8.12 require property owners of vacant parcels within the City to clear their properties of weeds and debris thereby eliminating potential fire hazards; and

WHEREAS, declaring the properties identified in Exhibit "A," public nuisances will allow the City to take action in the event the owners do not complete the required weed abatement by June 1, 2025, and/or fail to address the re-growth issue during the burn season

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

Section 1. Upon sufficient information presented to the City Council by City staff the Council finds and declares that conditions at the locations listed on Exhibit "A", attached hereto and incorporated herein by this reference, constitute a public nuisance and are detrimental to the public health, safety, and welfare. The City Council also finds and declares that weeds on the locations listed on Exhibit "A" are seasonal and recurrent nuisances.

Section 2. The City Council orders that the nuisance be abated in accordance with the City's Vegetation Maintenance Standards and the Rocklin Municipal Code Chapter 8.12 before June 1st, 2025, or the property owners show cause to the City Council at a hearing on April 22, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard, at the City Council Chambers. If such abatement is not accomplished in the time set forth above, or if satisfactory cause is not shown as to why it should not be abated, the City may cause the abatement to be accomplished and the cost thereof shall be placed as a special assessment against the property.

Section 3. The City Clerk is hereby directed to mail notice to the owners of the property in accordance with provisions of Section 39567.1 of the Government Code.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

010-072-002-000	4920 PACIFIC ST	ROCKLIN CA 95677
010-072-012-000	4970 PACIFIC ST	ROCKLIN CA 95677
010-072-015-000	4950 PACIFIC ST	ROCKLIN CA 95677
010-082-059-000	4700 GROVE ST	ROCKLIN CA 95677
010-091-018-000	4855 PACIFIC ST	ROCKLIN CA 95677
010-091-022-000	4830 SAN FRANCISCO ST	ROCKLIN CA 95677
010-092-010-000	4975 PACIFIC ST	ROCKLIN CA 95677
010-121-006-000	3720 PINE ST	ROCKLIN CA 95677
010-122-009-000	5145 RAILROAD AV	ROCKLIN CA 95677
010-122-011-000	RAILROAD AV	ROCKLIN CA 95677
010-134-010-000	5160 HIGH ST	ROCKLIN CA 95677
010-144-007-000	FRONT ST	ROCKLIN CA 95677
010-144-008-000	FRONT ST	ROCKLIN CA 95677
010-170-002-000	5235 PACIFIC ST	ROCKLIN CA 95677
010-181-084-000	4125 DIEGO WY	ROCKLIN CA 95677
010-181-085-000	4135 DIEGO WY	ROCKLIN CA 95677
010-191-004-000	WILLARD WY	ROCKLIN CA 95677
010-191-007-000	6050 PACIFIC ST	ROCKLIN CA 95677
010-210-013-000	5420 FRONT ST	ROCKLIN CA 95677
010-220-045-000	3540 FARRON ST	ROCKLIN CA 95677
010-230-008-000	5425 RUHKALA RD	ROCKLIN CA 95677
010-250-042-000	3985 WINDING LN	ROCKLIN CA 95677
010-480-001-000	4101 HARDROCK CT	ROCKLIN CA 95677
010-480-005-000	4109 HARDROCK CT	ROCKLIN CA 95677
010-480-006-000	4111 HARDROCK CT	ROCKLIN CA 95677
010-480-011-000	4046 WINDING LN	ROCKLIN CA 95677
010-480-022-000	4010 DELLA CT	ROCKLIN CA 95677
016-090-024-000	4625 NORTH STAR ST	ROCKLIN CA 95677
016-100-031-000	4915 TOPAZ AV	ROCKLIN CA 95677
016-180-004-000	5410 PARAGON ST	ROCKLIN CA 95677
016-180-005-000	5400 PARAGON ST	ROCKLIN CA 95677
016-210-002-000	5450 PARAGON ST	ROCKLIN CA 95677
016-240-039-000	S WHITNEY BL	ROCKLIN CA 95677
017-084-001-000	908 UNIVERSITY AV	ROCKLIN CA 95765
017-084-011-000	901 UNIVERSITY AV	ROCKLIN CA 95765
017-086-013-000	1420 W STANFORD RANCH RD	ROCKLIN CA 95677
017-171-043-000	1271 WHITNEY RANCH PW	ROCKLIN CA 95765
017-171-047-000	1161 WHITNEY RANCH PW	ROCKLIN CA 95765
017-284-006-000	1110 SUNSET BL	ROCKLIN CA 95765
017-284-007-000	1130 SUNSET BL	ROCKLIN CA 95765
017-284-020-000	1200 SUNSET BL	ROCKLIN CA 95765
017-284-021-000	1210 SUNSET BL	ROCKLIN CA 95765
017-350-031-000	5941 WEST OAKS BL	ROCKLIN CA 95765
017-460-001-000	6041 STANFORD RANCH RD	ROCKLIN CA 95765
030-041-031-000	3400 CLOVER VALLEY RD	ROCKLIN CA 95677
030-200-033-000	3962 RAWHIDE RD	ROCKLIN CA 95677

030-210-068-000	3932 RAWHIDE RD	ROCKLIN CA 95677
030-210-069-000	3934 RAWHIDE RD	ROCKLIN CA 95677
045-011-046-000	4080 DELMAR AV	ROCKLIN CA 95677
045-011-047-000	3998 DELMAR AV	ROCKLIN CA 95677
045-031-001-000	4615 GROVE ST	ROCKLIN CA 95677
045-031-002-000	4545 PACIFIC ST	ROCKLIN CA 95677
045-031-013-000	4455 CIRCUIT CT	ROCKLIN CA 95677
045-031-014-000	4465 CIRCUIT CT	ROCKLIN CA 95677
045-043-080-000	4064 DIAS LN	ROCKLIN CA 95650
045-080-033-000	4469 GRANITE DR	ROCKLIN CA 95677
045-103-006-000	4555 ROCKLIN RD	ROCKLIN CA 95677
045-110-062-000	4470 ROCKLIN RD	ROCKLIN CA 95677
045-110-066-000	5500 CHINA GARDEN RD	ROCKLIN CA 95677
045-120-029-000	5520 CHINA GARDEN RD	ROCKLIN CA 95677
045-120-062-000	4540 MONUMENT SPRINGS DR	ROCKLIN CA 95677
045-190-008-000	4500 IVY LN	ROCKLIN CA 95677
045-260-044-000	2491 SIERRA MEADOWS DR	ROCKLIN CA 95677
045-590-005-000	4409 REDSTART LN	ROCKLIN CA 95677
045-590-006-000	4411 REDSTART LN	ROCKLIN CA 95677
045-590-007-000	4413 REDSTART LN	ROCKLIN CA 95677
045-590-008-000	4704 GADWALL LN	ROCKLIN CA 95677
045-590-009-000	4702 GADWALL LN	ROCKLIN CA 95677
045-590-010-000	4700 GADWALL LN	ROCKLIN CA 95677
045-590-017-000	4366 ROBINSON WY	ROCKLIN CA 95677
045-590-018-000	4364 ROBINSON WY	ROCKLIN CA 95677
045-590-019-000	4362 ROBINSON WY	ROCKLIN CA 95677
045-590-020-000	4360 ROBINSON WY	ROCKLIN CA 95677
045-590-021-000	4358 ROBINSON WY	ROCKLIN CA 95677
045-590-022-000	4356 ROBINSON WY	ROCKLIN CA 95677
045-590-023-000	4354 ROBINSON WY	ROCKLIN CA 95677
045-590-024-000	4357 ROBINSON WY	ROCKLIN CA 95677
045-590-025-000	4803 MIRAGE LN	ROCKLIN CA 95677
045-590-026-000	4801 MIRAGE LN	ROCKLIN CA 95677
045-590-027-000	4800 MIRAGE LN	ROCKLIN CA 95677
045-590-028-000	4802 MIRAGE LN	ROCKLIN CA 95677
045-590-029-000	4903 CAMBER LN	ROCKLIN CA 95677
045-590-030-000	4901 CAMBER LN	ROCKLIN CA 95677
045-590-031-000	4900 CAMBER LN	ROCKLIN CA 95677
045-590-032-000	4902 CAMBER LN	ROCKLIN CA 95677
045-590-033-000	5005 TRIUMPH LN	ROCKLIN CA 95677
045-590-034-000	5001 TRIUMPH LN	ROCKLIN CA 95677
045-590-035-000	5004 TRIUMPH LN	ROCKLIN CA 95677
045-590-036-000	5002 TRIUMPH LN	ROCKLIN CA 95677
045-590-037-000	5000 TRIUMPH LN	ROCKLIN CA 95677
045-590-038-000	4375 ROBINSON WY	ROCKLIN CA 95677
045-590-039-000	4377 ROBINSON WY	ROCKLIN CA 95677

364-090-024-000	2300 SUNSET BL	ROCKLIN CA 95765
365-020-067-000	6351 WEST OAKS BL	ROCKLIN CA 95765
365-020-068-000	6341 WEST OAKS BL	ROCKLIN CA 95765
365-020-069-000	6331 WEST OAKS BL	ROCKLIN CA 95765
365-020-070-000	6321 WEST OAKS BL	ROCKLIN CA 95765
365-020-071-000	6311 WEST OAKS BL	ROCKLIN CA 95765
365-020-072-000	6301 WEST OAKS BL	ROCKLIN CA 95765
368-020-031-000	5421 BUTTE CI	ROCKLIN CA 95765
370-120-003-000	5071 MIDAS AV	ROCKLIN CA 95677
370-120-004-000	5073 MIDAS AV	ROCKLIN CA 95677
370-120-005-000	5075 MIDAS AV	ROCKLIN CA 95677
371-010-005-000	3645 AMETHYST DR	ROCKLIN CA 95677
372-210-001-000	4246 SHADY MILLS CT	ROCKLIN CA 95765
372-210-002-000	4245 SHADY MILLS CT	ROCKLIN CA 95765
372-210-003-000	4240 SHADY MILLS CT	ROCKLIN CA 95765
372-210-004-000	4235 SHADY MILLS CT	ROCKLIN CA 95765
372-210-005-000	4230 SHADY MILLS CT	ROCKLIN CA 95765
372-210-006-000	4225 SHADY MILLS CT	ROCKLIN CA 95765
372-210-007-000	4220 SHADY MILLS CT	ROCKLIN CA 95765
372-210-008-000	4215 SHADY MILLS CT	ROCKLIN CA 95765
372-210-009-000	4210 SHADY MILLS CT	ROCKLIN CA 95765
372-210-010-000	4205 SHADY MILLS CT	ROCKLIN CA 95765
372-210-011-000	1304 BEAR CREEK DR	ROCKLIN CA 95765
372-210-015-000	1320 BEAR CREEK DR	ROCKLIN CA 95765
372-210-016-000	1324 BEAR CREEK DR	ROCKLIN CA 95765
372-210-017-000	1328 BEAR CREEK DR	ROCKLIN CA 95765
372-210-018-000	1332 BEAR CREEK DR	ROCKLIN CA 95765
372-210-019-000	1336 BEAR CREEK DR	ROCKLIN CA 95765
372-210-020-000	1340 BEAR CREEK DR	ROCKLIN CA 95765
372-210-037-000	1200 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-038-000	1202 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-047-000	1341 BEAR CREEK DR	ROCKLIN CA 95765
372-210-048-000	1337 BEAR CREEK DR	ROCKLIN CA 95765
372-210-049-000	1333 BEAR CREEK DR	ROCKLIN CA 95765
372-210-050-000	1329 BEAR CREEK DR	ROCKLIN CA 95765
372-210-051-000	1325 BEAR CREEK DR	ROCKLIN CA 95765
372-210-052-000	1321 BEAR CREEK DR	ROCKLIN CA 95765
372-210-053-000	1317 BEAR CREEK DR	ROCKLIN CA 95765
372-210-054-000	1313 BEAR CREEK DR	ROCKLIN CA 95765
372-210-055-000	1309 BEAR CREEK DR	ROCKLIN CA 95765
372-210-056-000	1305 BEAR CREEK DR	ROCKLIN CA 95765
372-210-057-000	1301 BEAR CREEK DR	ROCKLIN CA 95765
372-220-001-000	1344 BEAR CREEK DR	ROCKLIN CA 95765
372-220-002-000	1348 BEAR CREEK DR	ROCKLIN CA 95765
372-250-043-000	3509 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-048-000	911 MIRAGE LN	ROCKLIN CA 95765

372-250-060-000	860 SALT FLAT LN	ROCKLIN CA 95765
372-270-001-000	4075 PETER'S CT	ROCKLIN CA 95765
372-270-006-000	4086 PETER'S CT	ROCKLIN CA 95765
372-270-007-000	4088 PETER'S CT	ROCKLIN CA 95765
372-270-048-000	4087 PETER'S CT	ROCKLIN CA 95765
372-270-049-000	4085 PETER'S CT	ROCKLIN CA 95765
372-270-050-000	4083 PETER'S CT	ROCKLIN CA 95765
372-270-051-000	4081 PETER'S CT	ROCKLIN CA 95765
372-270-052-000	4079 PETER'S CT	ROCKLIN CA 95765
372-270-053-000	4077 PETER'S CT	ROCKLIN CA 95765
374-060-002-000	2312 CLUBHOUSE DR	ROCKLIN CA 95765
374-070-006-000	2336 CLUBHOUSE DR	ROCKLIN CA 95765
374-180-029-000	3928 WOODHOUSE CT	ROCKLIN CA 95765
374-200-003-000	2578 CLUBHOUSE DR W	ROCKLIN CA 95765
374-200-012-000	2596 CLUBHOUSE DR W	ROCKLIN CA 95765
374-270-014-000	3841 IRON WHEEL CT	ROCKLIN CA 95765
376-020-002-000	3704 STONE TEMPLE CT	ROCKLIN CA 95765
376-020-004-000	3708 STONE TEMPLE CT	ROCKLIN CA 95765
376-020-010-000	3713 STONE TEMPLE CT	ROCKLIN CA 95765
376-030-004-000	2382 CLUBHOUSE DR	ROCKLIN CA 95765
376-030-015-000	3750 CLUBHOUSE CT	ROCKLIN CA 95765
376-060-002-000	3820 WHITNEY OAKS DR	ROCKLIN CA 95765
453-120-003-000	5748 GOLDEN POND DR	ROCKLIN CA 95677
453-120-033-000	5747 GOLDEN POND DR	ROCKLIN CA 95677
453-120-034-000	5749 GOLDEN POND DR	ROCKLIN CA 95677
453-120-035-000	5751 GOLDEN POND DR	ROCKLIN CA 95677
453-120-036-000	5753 GOLDEN POND DR	ROCKLIN CA 95677
453-120-037-000	5755 GOLDEN POND DR	ROCKLIN CA 95677
453-130-001-000	5812 LILY PAD CT	ROCKLIN CA 95677
453-130-002-000	5756 GOLDEN POND DR	ROCKLIN CA 95677
453-130-003-000	5754 GOLDEN POND DR	ROCKLIN CA 95677
453-130-004-000	5640 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-005-000	5638 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-006-000	5636 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-007-000	5634 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-008-000	5625 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-009-000	5627 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-010-000	5811 LILY PAD CT	ROCKLIN CA 95677
453-130-011-000	5821 LILY PAD CT	ROCKLIN CA 95677
453-130-012-000	5831 LILY PAD CT	ROCKLIN CA 95677
453-130-013-000	5841 LILY PAD CT	ROCKLIN CA 95677
453-130-014-000	5851 LILY PAD CT	ROCKLIN CA 95677
453-130-015-000	5861 LILY PAD CT	ROCKLIN CA 95677
453-130-016-000	5871 LILY PAD CT	ROCKLIN CA 95677
453-130-017-000	5881 LILY PAD CT	ROCKLIN CA 95677
453-130-018-000	5891 LILY PAD CT	ROCKLIN CA 95677

454-040-007-000	4025 CORNWALL CT	ROCKLIN CA 95677
454-040-012-000	4013 CORNWALL CT	ROCKLIN CA 95677
491-040-003-000	1206 ASHERA ST	ROCKLIN CA 95765
491-040-004-000	1208 ASHERA ST	ROCKLIN CA 95765
491-040-005-000	1210 ASHERA ST	ROCKLIN CA 95765
491-040-006-000	1211 ASHERA ST	ROCKLIN CA 95765
491-040-007-000	1209 ASHERA ST	ROCKLIN CA 95765
491-040-008-000	1207 ASHERA ST	ROCKLIN CA 95765
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491-040-021-000	1115 BENGAL LP	ROCKLIN CA 95765
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491-040-026-000	1114 BENGAL LP	ROCKLIN CA 95765
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491-040-028-000	1121 BENGAL LP	ROCKLIN CA 95765
491-040-029-000	1123 BENGAL LP	ROCKLIN CA 95765
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491-040-031-000	1127 BENGAL LP	ROCKLIN CA 95765
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491-040-043-000	1128 BENGAL LP	ROCKLIN CA 95765
491-040-044-000	1161 BENGAL LP	ROCKLIN CA 95765
491-040-045-000	1163 BENGAL LP	ROCKLIN CA 95765
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491-040-053-000	1179 BENGAL LP	ROCKLIN CA 95765
491-040-054-000	1181 BENGAL LP	ROCKLIN CA 95765
491-040-055-000	1183 BENGAL LP	ROCKLIN CA 95765
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491-040-057-000	1180 BENGAL LP	ROCKLIN CA 95765

491-040-058-000	1178 BENGAL LP	ROCKLIN CA 95765
491-040-059-000	1176 BENGAL LP	ROCKLIN CA 95765
491-040-060-000	1193 BENGAL LP	ROCKLIN CA 95765
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491-040-085-000	1186 BENGAL LP	ROCKLIN CA 95765
491-040-086-000	1188 BENGAL LP	ROCKLIN CA 95765
491-040-087-000	1190 BENGAL LP	ROCKLIN CA 95765
491-040-088-000	1200 BENGAL LP	ROCKLIN CA 95765
497-080-053-000	2900 SONGBIRD WY	ROCKLIN CA 95765
497-090-004-000	3030 SIDEWINDER LP	ROCKLIN CA 95677
497-090-005-000	3034 SIDEWINDER LP	ROCKLIN CA 95677
497-090-006-000	3038 SIDEWINDER LP	ROCKLIN CA 95677
497-090-007-000	3042 SIDEWINDER LP	ROCKLIN CA 95677
497-090-008-000	3046 SIDEWINDER LP	ROCKLIN CA 95677
497-090-009-000	3050 SIDEWINDER LP	ROCKLIN CA 95677
497-090-010-000	3054 SIDEWINDER LP	ROCKLIN CA 95677
497-090-011-000	3058 SIDEWINDER LP	ROCKLIN CA 95677
497-090-012-000	3062 SIDEWINDER LP	ROCKLIN CA 95677
497-090-013-000	3066 SIDEWINDER LP	ROCKLIN CA 95677
497-090-014-000	3070 SIDEWINDER LP	ROCKLIN CA 95677
497-090-015-000	3074 SIDEWINDER LP	ROCKLIN CA 95677
497-090-016-000	3078 SIDEWINDER LP	ROCKLIN CA 95677
497-090-017-000	3082 PETTICOAT CT	ROCKLIN CA 95677

497-090-018-000	3086 PETTICOAT CT	ROCKLIN CA 95677
497-090-019-000	3090 PETTICOAT CT	ROCKLIN CA 95677
497-090-020-000	3094 PETTICOAT CT	ROCKLIN CA 95677
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497-090-025-000	3105 PETTICOAT CT	ROCKLIN CA 95677
497-090-026-000	3101 PETTICOAT CT	ROCKLIN CA 95677
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497-090-028-000	3093 PETTICOAT CT	ROCKLIN CA 95677
497-090-029-000	3089 PETTICOAT CT	ROCKLIN CA 95677
497-090-030-000	3085 PETTICOAT CT	ROCKLIN CA 95677
497-090-031-000	3081 PETTICOAT CT	ROCKLIN CA 95677
497-090-032-000	767 BANDERA DR	ROCKLIN CA 95677
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497-090-034-000	3059 SIDEWINDER LP	ROCKLIN CA 95677
497-090-035-000	3055 SIDEWINDER LP	ROCKLIN CA 95677
497-090-036-000	3051 SIDEWINDER LP	ROCKLIN CA 95677
497-090-037-000	751 BANDERA DR	ROCKLIN CA 95677
497-090-038-000	755 BANDERA DR	ROCKLIN CA 95677
497-090-039-000	759 BANDERA DR	ROCKLIN CA 95677
497-090-040-000	763 BANDERA DR	ROCKLIN CA 95677
497-090-041-000	3014 GALLOP CT	ROCKLIN CA 95677
497-090-042-000	3010 GALLOP CT	ROCKLIN CA 95677
497-090-043-000	3006 GALLOP CT	ROCKLIN CA 95677
497-090-044-000	3002 GALLOP CT	ROCKLIN CA 95677
497-090-045-000	2998 GALLOP CT	ROCKLIN CA 95677
497-090-046-000	2994 GALLOP CT	ROCKLIN CA 95677
497-090-047-000	2990 GALLOP CT	ROCKLIN CA 95677
497-090-048-000	2986 GALLOP CT	ROCKLIN CA 95677
497-090-049-000	2983 GALLOP CT	ROCKLIN CA 95677
497-090-050-000	2987 GALLOP CT	ROCKLIN CA 95677
497-090-051-000	2991 GALLOP CT	ROCKLIN CA 95677
497-090-052-000	2995 GALLOP CT	ROCKLIN CA 95677
497-090-053-000	2999 GALLOP CT	ROCKLIN CA 95677
497-090-054-000	3003 GALLOP CT	ROCKLIN CA 95677
497-090-055-000	3007 GALLOP CT	ROCKLIN CA 95677
497-090-056-000	3011 GALLOP CT	ROCKLIN CA 95677
497-090-057-000	3015 GALLOP CT	ROCKLIN CA 95677

EXHIBIT A

010-010-002-000
010-010-004-000
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010-010-028-000
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EXHIBIT A

045-131-016-000
045-132-001-000
045-132-022-000
045-150-067-000
045-150-070-000
045-161-007-000
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045-560-034-000
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491-050-009-000
491-050-012-000
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491-050-019-000
491-050-020-000

City of Rocklin

Fire Department

Fire Prevention

Division

PLEASE READ THE FOLLOWING IMPORTANT INFORMATION
ABOUT THE CITY OF ROCKLIN'S WEED ABATEMENT PROGRAM

Dear Parcel Owner,

Records on file with the Placer County Assessor's Office indicate that you are the owner of vacant property located in the City of Rocklin. This certified letter is to inform you that on April 8th, 2025, the Rocklin City Council declared all vacant parcels in the City of Rocklin a public nuisance and ordered the nuisance to be abated by June 1st, 2025. The City's "Annual Weed Abatement Program for Maintaining Vacant Parcels" requires the reduction of any fire hazard and/or public nuisance in the City. As part of this program, each property owner is required to take appropriate action to maintain their property throughout the year in accordance with the enclosed Vegetation Maintenance Standards.

THE CITY DOES NOT OFFER THE OPTION TO HAVE A CONTRACTOR MAINTAIN PRIVATE VACANT PARCELS FOR YOU. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO COMPLY WITH THE VEGETATION MAINTENANCE STANDARDS.

To ensure fire hazards and/or a public nuisance does not exist on vacant parcels, the City's inspector will be inspecting parcels between May 15th and June 1st. If the City's inspector during that 2-week period deems parcels non-compliant or partially compliant with the Vegetation Maintenance Standards, the City has the right to abate the public nuisance beginning June 1st. All costs incurred from performing this work, including direct costs and expenses, any applicable fines, and administrative charges and postage, will be charged to the property owner. In the event that parcels are found to be non-compliant more than once in the same calendar year, no further abatement proceedings are required and the City may proceed directly to abate the public nuisance and collect all associated costs. If such costs are not paid as required, those unpaid costs will constitute a lien and will be recorded against the property until paid. (See Gov. Code §§39560-39588; RMC Chapter 8.12 Weeds and Rubbish.)

If you have completed the required abatement and your property currently meets the enclosed Standards, please be advised any re-growth throughout the season must also be abated and maintained at a maximum of 4" inches in height.

The enclosed NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH sets forth your opportunity to object to the City Council's declaration that your property is a public nuisance at a meeting of the Rocklin City Council on April 22, 2025, at 6:00 p.m. Pursuant to Government Code section 39570, the decision of the City Council regarding any protest is final.

If you have questions or need any additional information, please contact us at (916) 625-5500.

Sincerely,

Rick Lawrence
Public Works Manager/Project Manager

Ryan Brayton
Deputy Chief-Fire Marshall

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH

Notice is hereby given that on the 8th day of April, 2025, the City Council of the City of Rocklin passed a resolution declaring that noxious or dangerous weeds were growing upon the property, and that rubbish, refuse, and dirt were upon the property, in the City of Rocklin, as is more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of the weeds, rubbish, refuse, and dirt. Otherwise, they will be removed and the nuisance abated by the City and the costs of removal assessed upon the land from which the weeds, rubbish, refuse, and dirt are removed and will constitute a lien upon such land until paid. Reference is hereby made to the resolution for further particulars. A copy of said resolution is on file in the office of the City Clerk.

All property owners having any objections to the proposed removal of the weeds, rubbish, refuse, and dirt are hereby notified to attend a meeting of the City Council of the City of Rocklin to be held on April 22, 2025, at 6:00 p.m., when their objections will be heard and given due consideration.

Written protests may also be sent in writing to the City Clerk on or prior to April 22, 2025, at 5:00 p.m. Protests must be mailed to: The City of Rocklin, 3970 Rocklin Road, Rocklin, CA, Attention: City Clerk; or emailed to CityClerk@rocklin.ca.us with "Weed Abatement Protest" in the email subject line. Written protests will be read aloud by the City Clerk and given due consideration at the April 22, 2025, City Council meeting. Pursuant to Government Code section 39570, the decision of the City Council regarding any protest is final.

Dated this 8th day of April, 2025.

City Clerk
City of Rocklin

ROCKLIN
CALIFORNIA

VEGETATION MAINTENANCE STANDARD

Scope:

This guideline provides the requirements for open space land and all parcels within the City of Rocklin to reduce the impact of wildland fire. For the purpose of this guideline, certain terms are defined as follows:

Definitions:

Defensible Space. Defensible space is the buffer you create on your property between a structure and/or property line and the grass, trees, shrubs, or any wildland area that surround it. This space is needed to slow or stop the spread of wildfire and it helps protect your home from catching fire—either from embers, direct flame contact or radiant heat.
Wildland Urban Interface. The WUI is the zone of transition between unoccupied land and human development. It is the line, area or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

References:

Rocklin Municipal Code Chapter 8.10 - Fire Safe Vegetation and Debris Management
Rocklin Municipal Code Chapter 8.12 - Weeds and Rubbish

Operational Standards for ALL Parcels:

Zone 1 (Within 30 feet of the property line or structures):

- Cut, mow, graze annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)
- Remove branches that hang over property line.
- Trim trees regularly to keep branches a minimum of 10 feet from other trees.
- Create a separation between trees, shrubs.

Zone 2 (Extends from 30 feet to 100 feet from structures):

- Cut, mow, graze annual grass down to a maximum height of 4 inches.
- Create horizontal space between shrubs and trees. (See diagram)
- Create vertical space between grass, shrubs and trees. (See diagram)

Operational Standards for VACANT Parcels:

- The required maintenance for vacant properties is based on the size of the parcels as listed below.

A. Five (5) acres or smaller shall be totally disced or mowed

B. Larger than five (5) acres and smaller than twenty-five (25) acres require fire breaks consistent with Zone 1, or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot fire breaks to segment (checkerboard) the land into four (4) acre +/ - sections.

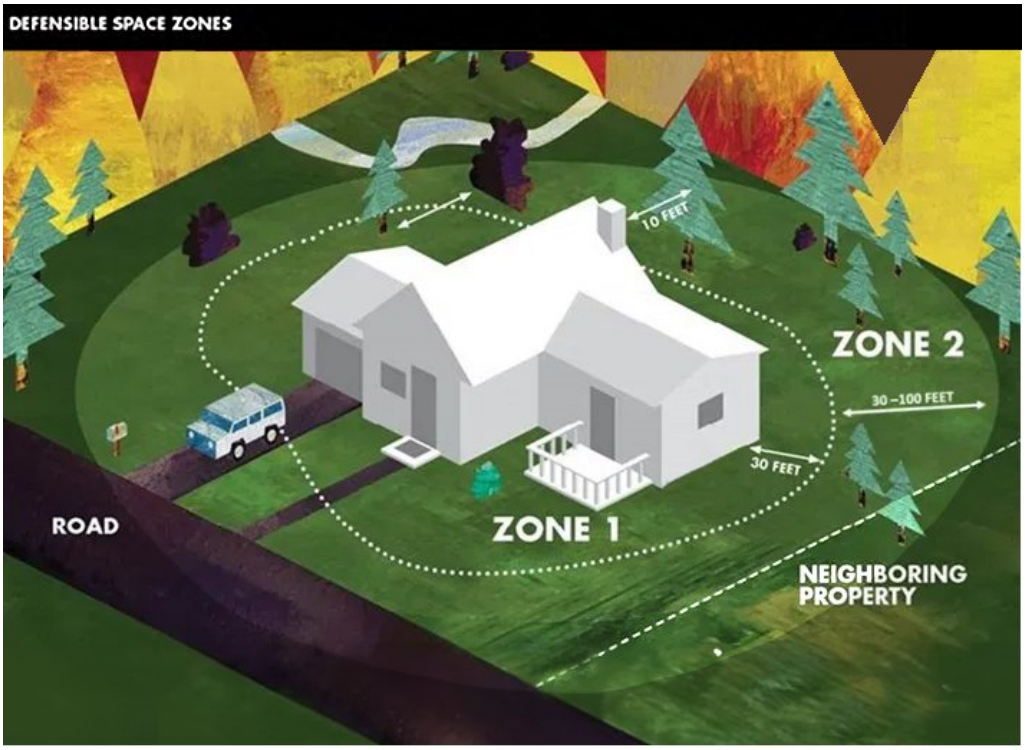
C. Larger than twenty-five (25) acres require fire breaks of thirty (30) feet off property line or one hundred (100) feet off closest structure, whichever is greater. The remainder of the parcel will require the appropriate number of thirty (30) foot firebreaks to segment (checkerboard) the land into five (5) acre + /- sections.

EXCEPTION: An approved fire access road plan may be substituted in lieu of five (5) acre segments.

- Parcels under agricultural or pasture land use require fire breaks of (30) feet adjacent to all developed areas, fences, or structures. The remainder of the property must be mowed or disced at time of harvest or have sufficient animals present to maintain height of combustible growth of six (6) inches.
- Fire breaks may be constructed by discing, mowing, or the use of a blade. The maximum height of combustible growth within a firebreak is four (4) inches. If a blade is used, the side boundaries of the break shall be leveled. Windrows are not permitted.
- Parcels may be maintained to allow reasonable access for firefighting operations.
- Rubbish and/or debris must be removed prior to any work on the property.

  Discing - Discing shall include rototilling or cultivating. Discs shall be set at an angle sufficient to cut and bury the growth existing at the time.

  Mowing - If this is used, the mowing shall be done each time the combustible growth exceeds four (4) inches.



TWO ZONES MAKE UP THE REQUIRED 100 FEET OF DEFENSIBLE SPACE:

ZONE 1: 30 feet of Lean, Clean & Green

1. Remove all dead plants, grass and weeds.
2. Remove dead or dry leaves and pine needles from your yard, roof and rain gutters.
3. Keep tree branches 10 feet away from your chimney and other trees.

ZONE 2: 30–100 feet of Reduced Fuel

4. Cut or mow annual grass down to a maximum height of 4 inches.
5. Create horizontal spacing between shrubs and trees.
6. Create vertical spacing between grass, shrubs and trees.

Use Equipment Properly to Keep from Sparking a Wildfire

7. Mow before 10 a.m., and never on a hot or windy day. String trimmers are a safer option (vs. lawnmowers) for clearing vegetation.

VERTICAL SPACING

Large trees do not have to be cut and removed as long as all of the plants beneath them are removed. This eliminates a vertical "fire ladder."

HORIZONTAL SPACING

Create horizontal and vertical spacing between plants, the amount of spacing will depend on how steep the slope is and the size of the plants.

FILL OUT AND RETURN ONLY IF YOU NO LONGER OWN PARCEL(S)

Name_____
Previous Owner/Business

APN(s)_____
List

CHECK THE BOX, SIGN, AND RETURN ONLY IF PROPERTY HAS BEEN SOLD

☐ I no longer own this property.

THE PROPERTY WAS SOLD ON:

_____ to:
Month Day Year

_____
Buyer's Name (please print)

_____
Buyer's Address

_____
Buyer's (Area Code) Phone Number

Previous Owner Information

_____
Name (please print)

_____
Signature

_____
Your Address

_____
Phone Number

_____
E-mail

Please Return This Form To

U.S Mail:
City of Rocklin
Public Works Department
4081 Alvis Court
Rocklin, CA 95677

Fax (916) 625-5501
E-Mail to: PublicServices.Admin@rocklin.ca.us

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Purchase of Two Trucks

Date: April 8, 2025

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

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the Purchase of Two 2025 Chevrolet Colorado Crew Cab 4WD Work Trucks from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.

Background:
Each year, staff identifies various vehicles that have reached or are approaching their end of life and are in need of replacement. However, due to supply chain issues, at time staff has had to defer replacements until appropriate vehicles become available. Recently, two 2025 Chevrolet Colorado Crew Cab 4WD Work Trucks have become available for purchase, which will replace two Ford Rangers purchased in 2002.

Rocklin Municipal Code Section 3.04.090 (C) and (D) authorizes the City to enter into cooperative purchasing arrangements with other governmental entities without separate competitive bidding. The state of California has a program that provides local government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services. These contracts are created through a competitive bid process that allows members to “piggyback” on the competitive bid contract, eliminating the need to complete the individual RFP/bid process and allowing the City to move quickly to secure services and equipment.

Pursuant to the state contract, Winner Chevrolet, Inc. in Elk Grove has issued quotes for the vehicles noted above (Attachment 2) for a total amount of $78,624.20. Staff recommends the City Council authorize the purchase of the vehicles from Winner Chevrolet in an amount not to exceed $78,624.20, pursuant to California Contract No. 1-22-23- 20D (Attachment 3).

Fiscal Impact:
There is no additional fiscal impact to City funds, as the amounts noted in this request are included in the Fiscal Year 2024/25 Operating Budget under the Vehicle Fleet Fund (Fund 500) and General Fund (Fund 100).

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Vehicle Quote
3. State of California DGS Contract

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE PURCHASE OF TWO CHEVROLET 2025 CHEVROLET COLORADO CREW CAB 4WD WORK TRUCKS FROM WINNER CHEVROLET AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES

WHEREAS, recently two Chevrolet 2025 Colorado Crew Cab 4WD Trucks have become available for purchase to replace the Code Enforcement Vehicle, originally budgeted in Fiscal Year (FY) 2023/24 but subsequently deferred due to truck availability, and the Police Volunteer Vehicle, budgeted in FY 2024/25; and

WHEREAS, staff found a contract through the State of California that meets the specifications for the vehicle replacement and determined that it is in the City's best interest to purchase the equipment/vehicles from Winner Chevrolet using the California State Contract #1-22-23-23D that provide member government agencies access to competitively bid and publicly solicited contracts from vendors who supply goods and services; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.04.090 under C-Cooperative purchasing/procurement and D-Piggyback purchasing which allow for the City to enter into cooperative purchasing and/or piggyback purchasing without separate competitive bidding by the City; and

WHEREAS, the total cost of $78,624.20 is included in the FY 2024/25 Operating budget funds under Vehicle Fleet Fund (500) and General Fund (100).

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

Section 1. The City Council hereby approves of the purchase of two Chevrolet trucks, one that was carried over to FY 2024/25 Operating Budget and one that was included as part of the FY 2024/25 Operating in the amount of $78,624.20.

Section 2. The City Council hereby approves and authorizes the City Manager to purchase the vehicles incorporated herein by this reference.

PASSED AND ADOPTED this 8th day of April 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Winner Chevrolet

7220 Fawn Way
Sacramento, CA 95823
(916)509-8598 - Desk
(916792-3672 - Cell

To:
Matt McClure
City of Rocklin

(916) 871-6909

DATE January 12, 2025
Quotation # 4070

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-20D

Description	AMOUNT
Line #10 Chevy Colorado 4X4	$ 32,425.00
Options (Refer to Window Sticker):	$ 945.00
Upgrade to 2025	$ 3,005.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	

Subtotal	$	36,375.00
DOC Fee	$	85.00
Taxable Subtotal:	$	36,460.00
Tax Rate(Subject to change): 7.250%	$	2,643.35
Tire Fee:		$8.75
Delivery Charge:	$	200.00
Per Vehicle	**$**	**39,312.10**
Grand Total	$	-

_____
(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at AVillareal@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4)

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

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Data Version: 24436. Data Updated: Jan 11, 2025 6:43:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group
Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
(916)509-8598
avillareal@lasherauto.com

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic

OPTIONS

CODE	MODEL		MSRP
14C43	[Fleet] 2025 Chevrolet Colorado (14C43) 4WD Crew Cab WT		
	OPTIONS		
4WT	Work Truck Preferred Equipment Group		$0.00
A50	Seats, front bucket		$0.00
G80	Differential, automatic locking rear	Inc.	
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
JL1	Trailer brake controller, integrated	Inc.	
KW5	Alternator, 220 amp	Inc.	
L3B	Engine, TurboMax		$0.00
MFC	Transmission, 8-speed automatic		$0.00
QHR	Tires, 255/65R17 all-season, blackwall		$0.00
RD6	Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel		$0.00
U1D	Trailering App	Inc.	
UKW	Blind Zone Steering Assist with Trailering	Inc.	
URL	11.3" diagonal advanced color LCD display with Google built-In		$0.00
VK3	License plate kit, front		$40.00
VQ2	Fleet processing option		$0.00
YF5	Emissions, California state requirements		$0.00

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[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (Complete)

Z82	Trailering Package, heavy-duty	Inc.	
ZL6	Advanced Trailering Package		$945.00

FUEL ECONOMY

Est City:18 (2024) MPG

Est Highway:22 (2024) MPG

Est Highway Cruising Range:470.80 mi

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Standard Equipment

Package	
	Safety Package includes (UKI) Blind Zone Steering Assist, (UFB) Rear Cross Traffic Braking and (UD7) Rear Park Assist (With (ZL6) Advanced Trailering Package, includes (UKW) Blind Zone Steering Assist with Trailering that replaces (UKI) Blind Zone Steering Assist.)
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator - (Requires a future software update), (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)
	Transmission, 8-speed automatic (STD)
	Rear axle, 3.42 ratio
	Engine control, stop/start system disable button
	Engine air filtration monitor
	Push Button Start
	Automatic Stop/Start
	Transfer case, single speed electronic Autotrac with push button control
	Four wheel drive
	Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V
	Alternator, 170 amp (Not available with (Z82) Trailering Package.)
	Radiator Grille Shutters, automatic
	Vehicle health management, provides advanced warning of vehicle issues
	Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching
	Recovery hooks, front, Black
	Frame, fully-boxed
	GVWR, 6250 lbs. (2835 kg)
	Pickup box
	Brakes, 4-wheel antilock, 4-wheel disc
	Capless fuel fill
Exterior	
	Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel (STD)
	Tires, 255/65R17 all-season, blackwall (STD)

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Exterior	
	Tire, spare 255/65R17 all-season, blackwall
	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel
	CornerStep, rear bumper
	Moldings, Black beltline
	Headlamps, halogen with automatic exterior lamp control
	IntelliBeam, automatic high beam on/off
	Headlamp control, automatic on and off with automatic delay
	Cargo box light, back of cab
	Mirrors, outside heated power-adjustable
	Mirror caps, molded with color
	Glass, deep-tinted
	Glass, solar glazing front side windows
	Glass, privacy glazing rear side windows
	Windshield, solar absorbing
	Door handles, Black
	Tailgate, remote locking, (locks and unlocks with key fob)
	Tailgate handle, Black
Entertainment	
	11.3" diagonal advanced color LCD display with Google built-In compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)
	Audio system feature, 6-speaker system
	SiriusXM Trial Subscription (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
	Wireless phone projection, for Apple CarPlay and Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front bucket (STD)
	Seat trim, Cloth

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Interior	
	Seat adjuster, driver 6-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 split-folding bench with storage
	Console, floor front compartment with cup holders and cell phone storage
	Floor covering, color-keyed carpeting
	Steering column, tilt, manual
	Steering wheel, urethane
	Steering wheel controls, mounted audio controls
	Speedometer, miles/kilometers
	Driver Information Center, 11" diagonal fully-digital display
	Windows, power front, driver express down
	Window, power front, passenger express down
	Windows, power rear, express down
	Window, rear-sliding, manual
	Door locks, power
	Remote Keyless Entry
	Cruise control, electronic, automatic
	Theft-deterrent system, unauthorized entry
	USB Ports, 2 (first row) located on console
	Power outlet, 12-volt located in center console bin
	Air conditioning, single-zone manual climate control
	Air vents, rear
	Heater, air conditioning duct, rear passenger
	Defogger, rear-window electric
	Handles, door release, front and rear, Jet Black
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger vanity mirrors
	Lighting, interior, center dome
	Lighting, interior

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Interior	
	OnStar One Essentials (OnStar One Business Essentials for Fleet) Drive confidently with core OnStar services including select mobile app commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar One Essentials includes select remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. Fleet customers get select remote commands through OnStar Vehicle Insights. For MY25 vehicles, OnStar One Essentials is standard for 8 years; services may require an OnStar paid plan to continue thereafter. See OnStar.com for service descriptions and terms.)
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian and Bicyclist Braking
	Rear Cross Traffic Braking
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
	Hitch View
Safety-Exterior	
	Daytime Running Lamps, Halogen
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	HD Rear Vision Camera (Not available with (CWM) Technology Package.)
	Rear Park Assist
	Blind Zone Steering Assist (Not available with (ZL6) Advanced Trailering Package.)
	Lane Keep Assist with Lane Departure Warning
	Forward Collision Alert
	Following Distance Indicator
	LED Reflective Windshield Collision Alert
	Seat Belt, Black

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Data Version: 24436. Data Updated: Jan 11, 2025 6:43:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Safety-Interior	
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior.
	Door locks, rear child security
	Rear Seat Reminder
	Rear Seat Belt Indicator
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)
	Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure
	Tire Pressure Monitoring System (does not apply to spare tire)
WARRANTY	
	Warranty Note: <<< Preliminary 2025 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 24436. Data Updated: Jan 11, 2025 6:43:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3500 lbs
Rear Gross Axle Weight Rating:	4270 lbs
Gross Vehicle Weight Rating:	6250.00 lbs

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[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MFC
Trans Type	8	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.56
Second Gear Ratio (:1)	2.97	Third Gear Ratio (:1)	2.08
Fourth Gear Ratio (:1)	1.69	Fifth Gear Ratio (:1)	1.27
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	4.56
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Autotrac
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	0.85
Eighth Gear Ratio (:1)	0.65		

Mileage

EPA Fuel Economy Est - Hwy	22 (2024) MPG	Cruising Range - City	385.20 mi
EPA Fuel Economy Est - City	18 (2024) MPG	Fuel Economy Est-Combined	20 (2024) MPG
Cruising Range - Hwy	470.80 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L3B	Engine Type	Turbocharged Gas I4
Displacement	2.7L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	310 @ 5600	SAE Net Torque @ RPM	430 @ 3000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	800	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A

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[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (Complete)

Powertrain

Cooling System

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.8 (2024)	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3500 lbs
Gross Axle Wt Rating - Rear	4270 lbs	Curb Weight - Front	2311 lbs
Curb Weight - Rear	1853 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1189.00 lbs
Reserve Axle Capacity - Rear	2417.00 lbs	As Spec'd Curb Weight	4164.00 lbs
As Spec'd Payload	2086.00 lbs	Maximum Payload Capacity	2086.00 lbs
Gross Combined Wt Rating	13250 lbs	Gross Axle Weight Rating	7770.00 lbs
Curb Weight	4164.00 lbs	Reserve Axle Capacity	3606.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6250.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	7700 lbs	Wt Distributing Hitch - Max Tongue Wt.	770 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	7700 lbs		

Frame

Frame Type	Fully-boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (Complete)

Chassis

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	2-Stage Multi-Leaf
Spring Capacity - Front	3500 lbs	Spring Capacity - Rear	3600 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3500 lbs	Axle Capacity - Rear	3600 lbs
Axle Ratio (:1) - Front	3.42	Axle Ratio (:1) - Rear	3.42
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHR	Rear Tire Order Code	QHR
Spare Tire Order Code	ZAO	Front Tire Size	255/65R17
Rear Tire Size	255/65R17	Spare Tire Size	255/65R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.4 x -TBD- in

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[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	13.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	21.4 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	40.29 in
Front Leg Room	45.17 in	Front Shoulder Room	57.4 in
Front Hip Room	54.71 in	Second Head Room	38.28 in
Second Leg Room	34.7 in	Second Shoulder Room	56.13 in
Second Hip Room	53.09 in		

Exterior Dimensions

Wheelbase	131.36 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	213.02 in
Width, Max w/o mirrors	74.91 w/Mirrors Folded, 84.4 w/Mirrors in	Height, Overall	78.79 in
Overhang, Front	34.51 in	Overhang, Rear w/o bumper	47.11 in
Front Bumper to Back of Cab	N/A	Cab to Axle	23.4 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.9 in	Ground Clearance, Rear	7.9 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	61.7 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	58.8 in	Cargo Box Width @ Wheelhousings	45.5 in

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[Fleet] 2025 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (4) (✓ Complete)

Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	41.9 ft³	Ext'd Cab Cargo Volume	N/A

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Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS

MANDATORY

Supplement 22

(Incorporates Supplements 1 – 22)

ISSUE AND EFFECTIVE DATE:	***04/19/2024***
CONTRACT NUMBER:	1-22-23-23 ***B through I***
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	~~***[Lithia Nissan of Fresno (1-22-23-23A)]***~~ Ocean Honda (1-22-23-23B) Freeway Toyota (1-22-23-23C) Winner Chevrolet (1-22-23-23D) Elk Grove Auto (1-22-23-23E) Downtown Ford (1-22-23-23F) Watsonville Fleet Group (1-22-23-23G) US Fleet Source (1-22-23-23H) CA Car Group (1-22-23-23I)
CONTRACT TERM:	05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR:	Frank Martin 279-946-8035 Frank.Martin@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
22	➢ ***Termination of Contract 1-22-23-23A.*** ➢ ***Cover Page and Articles 1, 8, 12, 22, 25, 26, and 33: updated language.*** ➢ ***Attachment A – Contract Pricing – Supplement 21: replaced with Attachment A – Contract Pricing – Supplement 22. ****	***04/19/2024***
21	➢ Attachment A – Contract Pricing – Supplement 20 has been replaced with Attachment A – Contract Pricing – Supplement 21.	04/05/2024
20	➢ Attachment A – Contract Pricing – Supplement 19 has been replaced with Attachment A – Contract Pricing – Supplement 20.	02/29/2024
19	➢ Attachment A – Contract Pricing – Supplement 18 has been replaced with Attachment A – Contract Pricing – Supplement 19.	01/12/2024
18	➢ *Attachment A – Contract Pricing – Supplement 17 has been replaced with Attachment A – Contract Pricing – Supplement 18 due to price correction for previous supplement.	01/04/2024
17	➢ Attachment A – Contract Pricing – Supplement 15 has been replaced with Attachment A – Contract Pricing – Supplement 17.	12/22/2023
16	➢ Lithia Nissan contact information updated. ➢ Downtown Ford contact information updated.	12/12/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

15	➢ Attachment A – Contract Pricing – Supplement 14 has been replaced with Attachment A – Contract Pricing – Supplement 15	11/17/2023
14	➢ Attachment A – Contract Pricing – Supplement 13 has been replaced with Attachment A – Contract Pricing – Supplement 14	11/15/2023
13	➢ Attachment A – Contract Pricing – Supplement 12 has been replaced with Attachment A – Contract Pricing – Supplement 13	10/31/2023
12	➢ Attachment A – Contract Pricing – Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12	09/21/2023
11	➢ Attachment A – Contract Pricing – Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11	8/31/2023
10	➢ Attachment A – Contract Pricing – Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 10.	8/24/2023
9	➢ Update State Contract Administrator information.	08/04/2023
8	➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8	07/28/2023
7	➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7 ➢ Downtown Ford's email address has been updated	06/16/2023
6	➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6	01/23/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022
2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

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Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

1. SCOPE

The State's contracts provide Fleet Vehicles - Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-23 ***B – I***. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Vans & SUVs to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
~~*[Lithia Nissan of Fresno*~~	~~*1-22-23-23A*~~	~~*Al Pacheco*~~	~~*(559) 440-7946*~~	~~*hpacheco@lithia.com]*~~
Ocean Honda	1-22-23-23B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota of Hanford	1-22-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-23D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-23E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-23F	Sandra Scott	(916) 442-9631	sandrascott@fordsacramento.com
Watsonville Fleet Group	1-22-23-23G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
US Fleet Source	1-22-23-23H	Lisa Molino	(626) 344-4285	Info@usfleetsource.com
CA Car Group	1-22-23-23I	Richard M. Slade	(925) 560-4465	RichardMS@cacargroup.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
~~*[Contract # 1-22-23-23A*~~	~~*U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Al Pacheco*~~	~~*Facsimile: N/A*~~	~~*Email: hpacheco@lithia.com]*~~
Contract # 1-22-23-23B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

	Elk Grove, CA 95757 Attn: Jerry Powers		
Contract # 1-22-23-23E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-23F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@fordsacramento.com
Contract # 1-22-23-23G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-23H	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-22-23-23I	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the

pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Frank Martin
Telephone:	(279) 946-8035
Facsimile:	NA
Email:	Frank.Martin@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Frank Martin 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	~~***[Lithia Nissan of Fresno Contract # 1-22-23-23A]***~~	**Ocean Honda** Contract # 1-22-23-23B
Contact Name:	~~***[Al Pacheco]***~~	Pat Ireland
Telephone:	~~***[(559) 440-7946]***~~	(559) 707-5735
Facsimile:	~~***[N/A]***~~	(559) 961-4601
Email:	~~***[hpacheco@lithia.com]***~~	patireland1962@yahoo.com
Address:	~~***[Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710]***~~	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-23C	**Winner Chevrolet** Contract # 1-18-23-23D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-23E	**Downtown Ford Sales** Contract # 1-22-23-23F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@fordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-23G	**US Fleet Source** Contract # 1-22-23-23H
Contact Name:	Yesenia Covarrubias	Lisa Molino
Telephone:	(626) 457-5590	(626) 344-4285
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	yesenia@watsonvillefleetgroup.com	info@usfleetsource.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	**CA Car Group** Contract # 1-22-23-23I
Contact Name:	Richard M. Slade
Telephone:	(925) 560-4465
Facsimile:	N/A
Email:	RichardMS@cacargroup.com
Address:	CA Car Group 4200 John Monego Ct Dublin, CA 94568

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-23 ***B – G*** include a $500 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-23 H & I offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
~~*[Lithia Nissan of Fresno*~~	~~*97163762]*~~
Ocean Honda	101-652579
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto Group	100-197237
Downtown Ford Sales	28600344
Watsonville Fleet Group	245364864 101-135239
US Fleet Source	103-097044
CA Car Group	100-214737

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be

honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory

expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating

Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 22****
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 5255 Pacific Street (Big Gun Site) Remediation Project - Bid Award

Date: April 8, 2025

Submitted By: Justin Nartker, Public Works Director

Department: Public Works

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption Remediation of 5255 Pacific Street (Big Gun Site).
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Remediation of 5255 Pacific Street (Big Gun Site) to American Integrated Services, Inc., and Authorizing the City Manager to Execute an Agreement.

Background:

The Remediation of 5255 Pacific Street (Big Gun Site) Project consists of the remedial excavation of the northeast portion of the site.

The bid for the Remediation of 5255 Pacific Street (Big Gun Site) was advertised on February 7, 2025, and February 14, 2025, with the bid opening on Tuesday, March 19, 2025. Three (3) bids were received from the following companies (see Attachment 3 for the Bid Summary):

CONTRACTOR (Location)	BID AMOUNT
American Integrated Services, Inc. (Fairfield)	$587,915
Innovative Construction Solutions (Concord)	$697,412
Engineering Remediation Resources Group, Inc. (Martinez)	$757,128

Staff has reviewed the bids for sufficiency, confirmed they were responsive, and determined American Integrated Services, Inc., submitted the lowest responsible bid. Staff recommends that the City Council award the contract to American Integrated Services, Inc. Due to the technical nature of the project, staff also recommends a contingency amount of twenty (20) percent of the contract in the amount of $117,583 be awarded, bringing the total authorized Project amount to $705,498.

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has reviewed the Remediation of 5255 Pacific Street (Big Gun Site) and determined that it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section Title 14,

Division 6, Chapter 3, California Environmental Quality Act [CEQA] Guidelines, Section 15301, Class 1 – Existing Facilities, Section 15304, Class 4 – Minor Alterations to Land, Section 15330, Class 30 – Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances and has prepared a Notice of Exemption.

Fiscal Impact:
The cost of the remediation, including contingency, is $705,498. The City Council previously set aside $1,496,250 in the General Fund (Fund 100) fund balance to support the sale of the Big Gun site. Staff recommends appropriating $705,500 from the committed fund balance in Fund 100 to the Big Gun Property Disposition Project (Project No. 10711) to support the remediation effort.

ATTACHMENTS:
1. Resolution A - Notice of Exemption
2. Resolution B - Contract Award and Agreement
3. Bid Summary and Bid Documents
4. Project Location Map

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A NOTICE OF EXEMPTION FOR THE REMEDIATION OF 5255 PACIFIC STREET PROJECT (BIG GUN SITE)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Remediation of 5255 Pacific Street (Big Gun Site) ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Categorical Exemption (California Code of Regulations, Title 14, Division 6, Chapter 3, California Environmental Quality Act [CEQA] Guidelines, Section 15301, Class 1 – Existing Facilities, Section 15304, Class 4 – Minor Alterations to Land, Section 15330, Class 30 – Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances)

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 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo,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: Former Big Gun Quarry Soil Remediation Project

Project Location - Specific: City of Rocklin, Former Big Gun Quarry, 5255 Pacific Street, Rocklin, California, 95677, Accessor Parcel Number 010-170-026-000

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

Description of Nature, Purpose and Beneficiaries of Project: The proposed project includes the removal and disposal of impacted soils associated with the Former Big Gun Quarry, which is currently a vacant and undeveloped city-owned property. Previous site assessments identified the presence of metals (including lead, antimony, cobalt, and copper) in site soils associated with historic granite quarry and mining operations. Three primary areas are proposed for soil excavation and removal to varying depths, with anticipated minimum depths of 1 foot below ground surface to 4 feet below ground surface. Work activities include utility clearance, mobilization, staging, and site security, tree removal, excavation and stockpiling, confirmation soil sampling and analysis, waste characterization, hauling and offsite disposal, decontamination, dust control, and stormwater control.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: City of Rocklin

Exempt Status (Check one)

☒ Categorical Exemption (California Code of Regulations, Title 14, Division 6, Chapter 3, California Environmental Quality Act [CEQA] Guidelines, Section 15301, Class 1 – Existing Facilities, Section 15304, Class 4 – Minor Alterations to Land, Section 15330, Class 30 – Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances)

Reasons why the project is exempt:

In accordance with the CEQA, this proposed project is Categorically Exempt pursuant to Section 15301 (Class 1, Existing Facilities), Section 15304 (Class 4, Minor Alterations to Land) and Section 15330 (Class 30, Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances).

Section 15301, Class 1 consists of the minor alteration of existing public facilities and topographical features involving negligible or no expansion of existing or former use. The soil remediation project involves minor topographic alteration of city-owned property that involves negligible or no expansion of existing or former use.

Section 15304, Class 4 consists of minor public alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees. The soil remediation project involves the minor alteration to the vacant, undeveloped, city-owned property for the purpose of remediating impacted soil. Trees located in proximity to the excavations will be removed if they limit access to the lateral and vertical extent of impacted soil. Trees located on the property are generally sparse, are not located near a designated scenic highway or scenic vista, and do not significantly contribute to the aethetics of the property.

Section 15330, Class 30 consists of minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substances. The soil remediation project is considered a small or medium removal action, anticipated to cost less than $1 million, and performed to minimize and eliminate the threat or exposure to a hazardous waste release through the excavation and offsite disposal of contaminated soils.

Contact Person: Justin Nartker, Director of Public Works, City of Rocklin, Public Works Department, 4081 Alvis Court, Rocklin, CA, 95677, (916) 625-5500

Signature: _____ Date: _____

Justin Nartker, Director of Public Works

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE REMEDIATION OF 5255 PACIFIC STREET (BIG GUN SITE) TO AMERICAN INTEGRATED SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the Remediation of 5255 Pacific Street (Big Gun Site) Project consists of the remedial excavation of the northeast portion of the site; and

WHEREAS, the invitation for bids was advertised February 7, 2025 and February 14, 2025, with the bid opening Wednesday March 19, 2025, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $587,915, submitted by American Integrated Services, Inc. and staff recommends that the contract for the project be awarded to American Integrated Services, Inc.; and

WHEREAS, a contingency amount of twenty (20) percent of the contract in the amount of $117,583 is awarded by the City Council and authorizes the City Manager, as long as adequate funds have been appropriated, bringing the total authorized Project amount to $705,498; and

WHEREAS, the City Council previously set aside $1,496,250 in the General Fund (Fund 100) fund balance to support the sale of the Big Gun site and a budget appropriation is now needed to support the remediation effort.

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

Section 1. The contract for the is awarded to American Integrated Services, Inc. and the City Manager is authorized to execute the Agreement with American Integrated Services, Inc. in substantially the form attached hereto as Exhibit “A.”

Section 2. The budget appropriation of $705,500 from the General Fund (100) committed fund balance to the Big Gun Property Disposition Project (Project No. 10711) in the General Fund (Fund 100) is hereby approved.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A
CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of April 8, 2025, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and American Integrated Services, Inc.**,** a Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Remediation of 5255 Pacific Street (Big Gun Site)

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Five Hundred, Eighty-Seven Thousand, Nine Hundred and Fifteen Dollars ($587,915)** 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.

IVII. 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 hundred dollars **($500)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

VIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV.PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XIX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGEMENT

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Remediation of 5255 Pacific St (Big Gun Site)	
DATE: March 19, 2025	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Innovative Construction Solutions	$ 697,412.00	$	0	✓
2. American Integrated Services, Inc.	$587,915.00	$	0	✓
3. Engineering Remediation Resources Group, Inc.	$757,128.00	$	0	✓
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Diane Ahn
Diane Ahn, Finance

3/19/25
Date

Avinta Singh, City Clerk

3/19/25
Date

CITY OF ROCKLIN

STANDARD BID PACKAGE AND GENERAL PROVISIONS FOR THE REMEDIATION OF 5255 PACIFIC STREET (BIG GUN SITE)

BID OPENING MARCH 4, 2025 AT 1:00 P.M. 3970 ROCKLIN ROAD ROCKLIN, CA 95677

PUBLIC WORKS DEPARTMENT 4081 ALVIS COURT ROCKLIN, CA 95677

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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: Until Tuesday, March 4, 2025 (1:00 p.m.)

SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	City of Rocklin Remediation of 5255 Pacific Street (Big Gun Site)- This project consists of the remedial excavation of the northeast portion of the site. See Special Provisions/Bid Item Detail for specifics.
ESTIMATED CONSTRUCTION COST:	N/A
TOTAL CONTRACT TIME:	60 Calendar Days
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Required Licensing per Brusca Associates, Inc. ADDITIONAL SITE CHARACTERIZATION AND REMEDIAL SOIL REMOVAL PLAN PACIFIC STREET PROPERTY APN 010-170-026
MANDATORY PRE-BID CONFERENCE DATE, TIME, AND LOCATION	Wednesday, February 19, 2025 at 10:00 a.m. at the City of Rocklin Corporation Yard, 4081 Alvis Court, Rocklin, CA 95677

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 REMEDIATION OF 5255 PACIFIC STREET (BIG GUN SITE) PROJECT**" ("Project") and include the company name and address on the envelope.

At the pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through may follow after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through, if scheduled, is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without the City's prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of the City. No exceptions to this requirement.

Contract Documents may be purchased at the City of Rocklin Corporation ("Corp") Yard, located at 4081 Alvis Court, Rocklin, CA 95677, telephone (916) 625-5500 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The non-refundable cost for each set is $25.00; Alternatively, **Contract Documents may be downloaded at no charge from the City of Rocklin's website at www.rocklin.ca.us/DownloadBids.**

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to Justin Nartker, Public Works Director by email at Justin.Nartker@rocklin.ca.us no later than Friday, February 21, 2025, at 3:00 p.m. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the

Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

Alternate Bids. 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 City at its discretion. All awards will be made in the City's best interest.

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.

_____ _____

Justin Nartker Date
Public Works Director, City of Rocklin

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Tuesday, March 4, 2025, at the office of the City Clerk 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Remediation of 5255 Pacific Street (Big Gun Site)

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:

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.	Description	Unit	Amount
1	Mobilization, Staging, Site Security	LS	$
2	Tree Removal	LS	$
3	Storm Water Pollution Prevention Plan & Implementation	LS	$
4	Dust Control Plan & Implementation	LS	$
5	Excavation & Stockpiling	_____	
5A	SOUTHWESTERLY Impacted Area	85 CY	$
5B	CENTRAL Impacted Area	335 CY	$
5C	NORTHWESTERLY Impacted Area	1,250 CY	$
6	Confirmation Soil Sampling/Analysis	LS	$
7	Landfill Acceptance & Off-Haul	2,000 CY	$
8	Reporting Requirements	LS	$

Total Project Bid, Item Nos. 1 through 8, shall be (spell out)_____Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK

- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☐ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

_____

Affix Corporate
Seal Here

BY:_____
Signature

_____
Type/Print Name

_____
Title

DATE:_____

Valid Contractor's License No.:_____

Expiration date:_____

Public Works Registration No._____

ATTACHMENT A

BID BOND
City of Rocklin

We,_____, as principal, and _____, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for

_____

(Copy here the exact description of work, including location, as it appears on the Bid)

for which Bids are to be opened at Rocklin, CA on _____
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: _____, 20___ Principal:_____

By:_____

Surety: _____
Address: _____
Telephone: _____
Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR _____
(BIDDER)

PROJECT: _____

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #

_____
Signed

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is _____ [Title] of _____, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: _____

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

Subscribed and sworn to before me this

_____ day of _____, 20 __,
by_____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

_____
S*ignature*

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

_____
Contractor

_____
Date

_____
Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____ _____, a corporation existing under the laws of the State of California, held on _____, ____, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____ day of _____, 20___.

_____
Secretary

_____
Corporate Officer

(seal)

_____
Corporate Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____ _____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT G

[Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

Executed in the County of _____, State of _____.

ATTACHMENT H

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of , 20 , is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **,** a (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Remediation of 5255 Pacific Street (Big Gun Site)

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **DOLLARS ($)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

IIII. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IVII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

VII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor

acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be five hundred dollars **($500)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

VIIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond

to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XIX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT I

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT K

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT L

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization

from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

ATTACHMENT M

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL PROVISIONS

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CHAPTER 1 – TERMS AND DEFINITIONS

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CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

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CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

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CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer’s Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor’s Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor’s Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor’s property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

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CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

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CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

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CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution	W	Water

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Blue		
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/BID SCHEDULE DETAIL

The following descriptions of bid items are provided to further describe several items contained in the proposal. It is not the intention of this summary to limit each only to those special work descriptions, but rather show that each item listed shall include everything required, whether specifically enumerated or not, to construct, install or provide, including profit and overhead, the complete item of work.

Total Contract Time is 60 Calendar Days. All quantities and measurements are approximate, and should be field-verified prior to bid submittal.

Unit prices shall include all related costs to perform Bid Items per the Brusca File No. 142-007 report and in accordance with applicable laws and regulations. The report will provide an overview of the site description and background, purpose of the scope of work and spell out the Remedial Removal Plan which was used to create the bid item list.

BID ITEM 1 – MOBILIZATION, STAGING, SITE SECURTITY

Unit price includes all labor, equipment and materials required for mobilization efforts, demobilization and decontamination efforts, establishing and maintaining site security, and determining appropriate site access routes per applicable laws and regulations.

Prior to the remedial work, appropriate site access routes for equipment, trucks, etc. shall be approved by the City's project manager. Additionally, onsite areas for the temporary storage/stockpiling of excavated materials shall be identified. Fencing, barricades or other measures shall be used to prevent the general public from entering work areas containing open excavations or where impacted soils are exposed and/or stored.

BID ITEM 2 – PERMITTING AND TREE REMOVAL

Prior to the remedial soil excavation work, the Contractor shall obtain any required permits for the work, including a grading permit from the City's Planning Department and Oak Tree Removal Permit.

The cost to obtain these permits and remove the identified trees will be included in this bid item.

BID ITEM 3 – STORM WATER POLLUTION PREVENTION PLAN & IMPLEMENTATION

Contractor is responsible for creating, implementing, and maintaining all best management practices (BMPs) necessary to protect the site, and prevent discharge entering into the storm drain or sewer system, and adhering to all applicable laws and regulations.

BID ITEM 4 – DUST CONTROL PLAN & IMPLEMENTATION

Contractor is responsible for creating, implementing, and maintaining all best management practices (BMPs) necessary to adhere to all applicable laws and regulations as required by the Placer County Air Pollution Control District.

BID ITEM 5A-5C – EXCAVATION & STOCKPILING

Plate maps are included with the Brusca File No. 142-007 report as referenced below. Remedial excavation shall be performed within the three impacted areas shown on Plate 12 with suitable earthwork equipment. Within the central and southwesterly impacted areas, the excavations shall be advanced to depths sufficient to remove the shallow fill materials in those areas (as determined by the environmental professional overseeing the work); as shown on Plate 13, those depths are anticipated to be on the order of one to 1.5 feet.

As shown on Plate 13, the anticipated minimum depths of excavation within the northeasterly impacted area are more variable. The depths of excavation within the northeasterly impacted area shall be determined by the environmental professional overseeing the work and shall be based to some degree on the nature of the materials exposed during remedial excavation. Materials/soil including ash, burn debris, and/or slag shall be assumed to be impacted unless additional testing proves otherwise. As shown on Plate 13, the anticipated minimum depth of excavation within the east portion of the northeasterly impacted area is on the order of three feet, and within the west portion of the northeasterly impacted area on the order of one foot. Within the central portion of the northeasterly impacted area, the anticipated minimum depth of excavation is four feet; depending on conditions encountered during remedial excavation, the actual excavation depth in that area may need to be much deeper.

Considering the materials encountered in the test pits advanced at the site (discussed earlier in this report and shown on Plates 5 through 11), it should be anticipated that the materials remedially excavated from the site will include soils, rock fragments (some of which may be sizable), ash/burn debris, rubbish, plastic materials, wood materials, metal objects, and concrete rubble and/or concrete elements (such as potential remnant foundations). It is possible that other types of materials could be encountered in uncharacterized fills at the site. We also note that a mound of apparent slag material (about 12 feet in diameter and up to about four feet high) is situated within the northeasterly impacted area; this material should be removed for proper offsite disposal in conjunction with the remedial soil removal work.

The excavated materials shall be placed within the designated onsite stockpile area(s). Materials shall be transported from the removal areas to the designated stockpile area(s) in a manner that prevents spillage onto site surfaces. The stockpiled materials shall be covered with plastic sheeting (6 mill minimum) and the plastic sheeting shall be secured as necessary to prevent wind disturbance. Appropriate measures shall be implemented to prevent storm water contact and erosion of stockpiled materials; such measures could include the berming of stockpiled areas if warranted by site conditions.

BID ITEM 6 – CONFIRMATION SOIL SAMPLING/ANALYSIS

Following the remedial excavation, soil samples shall be collected from the limits of the excavation areas to verify that soils at the limits of the excavations do not contain the metals of concern (antimony, cobalt, copper, and lead) at concentrations above the clean-up levels established herein (i.e. residential ESLs). Confirmation soil samples shall be collected from the

lateral margins of each excavation area at a maximum of 25 lineal foot intervals, and at least one confirmation soil sample shall be collected from the base of each excavation area for each 1,500 square feet of excavation area. All sampling and sample handling shall be performed by a qualified environmental professional in accord with standard environmental protocols and shall be thoroughly documented; scaled site maps showing the numbering of the confirmation sampling locations shall be prepared. The soil samples shall be retrieved in laboratory-provided glass jars or stainless-steel sleeves capped with Teflon tape and plastic end caps. The samples shall be transported to a State-certified analytical laboratory under chain-of-custody for analysis.

The confirmation soil samples from the limits of the remedial excavation areas shall be analyzed for lead, antimony, cobalt and copper by EPA Method 6010B. The results of the analytical laboratory testing of the confirmation soil samples shall be reviewed and compared to residential ESL values. In the event that any of the confirmation soil samples contain lead, antimony, cobalt or copper in excess of these levels, further excavation shall ensue in the area(s) of any such samples and thereafter resampling/retesting shall be performed in any such area(s) as described above for confirmation purposes.

BID ITEM 7 – LANDFILL ACCEPTANCE & OFF-HAUL

Following remedial excavation and stockpiling, the stockpiled materials shall be sampled and tested to determine appropriate disposal. One four-part composite sample shall be collected from each 250-cubic yard section of the stockpiles. Prior to the sampling, the stockpiles shall be accurately measured, and 250-cubic yard sections of the stockpiles shall be identified and marked. All sampling and sample handling shall be performed in accord with standard environmental protocol and shall be thoroughly documented. Samples of the stockpiled soils shall be retrieved in laboratory-provided glass jars or stainless-steel sleeves capped with Teflon tape and plastic end caps. The samples shall be transported to a State-certified analytical laboratory under chain-of-custody for analysis. The samples of the stockpiled materials shall be analyzed for the following:

- Lead, antimony, cobalt and copper by EPA Method 6010B
- Soluble Threshold Limit Concentration (STLC) to be analyzed for any metals with TTLC exceeding 10 times the STLC
- Toxicity Characteristic Leaching Procedure (TCLP) to be analyzed for any metals exceeding STLC hazardous waste criteria per Code of Regulations Title 22

The permitted landfill facility or facilities selected for eventual disposal of the stockpiled materials may require additional analyses for acceptance purposes. The contractor shall arrange for acceptance of the excavated/stockpiled materials at an appropriate permitted landfill facility or facilities. Following acceptance, the stockpiled materials shall be completely removed from the property and properly hauled to the accepting landfill facility or facilities.

The stockpiled materials shall be loaded into transport vehicles in a manner that prevents the spilling or tracking of materials. Any material that spills or falls onto the ground shall be immediately placed into the truck or in its original stockpile, and the affected area shall be

immediately cleaned up. Transport and disposal shall be performed by a properly licensed contractor at an appropriate pre-approved facility or facilities in accordance with all applicable environmental laws and regulations. Transport manifests and disposal documentation shall be maintained and copies of such documentation shall be provided to the City's project manager.

For bidding purposes, it should be assumed that all materials will be disposed of at a Class III Landfill.

BID ITEM 8 – REPORTING REQUIREMENTS

Following the remedial activities at the site, a summary report shall be prepared by the environmental professional overseeing the work and signed by a Professional Geologist. The summary report shall include: a description of the remedial work completed; drawings showing the limits of remedial excavation and clearance soil sampling locations; the results of the clearance soil and stockpile sampling/analytical testing; and, soil disposal manifests.

Brusca Associates, Inc.
Environmental Engineering Geology

September 30, 2024

City of Rocklin Community Development Department
Attention: David Mohlenbrok
3970 Rocklin Road
Rocklin, CA 95677

ADDITIONAL SITE CHARACTERIZATION AND REMEDIAL SOIL REMOVAL PLAN
PACIFIC STREET PROPERTY
APN 010-170-026
5255 Pacific Street
Rocklin, Placer County, California
Brusca Reference No. 142-007

INTRODUCTION

In accordance with your request, our firm has performed additional characterization of metals impacted soils at the subject property. We also have developed recommendations for remedial removal of the impacted site soils. This report presents the soil sampling/testing results as well as descriptions of the recommended remedial soil removal areas and removal procedures.

A *Vicinity Map* showing the location of the property is presented as Plate 1, and a *Site Map* showing the layout of the entire property and areas of concern identified in a 2017 *Phase I Environmental Site Assessment* of the property is presented as Plate 2. A detail map showing the concern areas identified in the 2017 Phase I report and the locations of initial Phase II soil sampling conducted by our firm in January 2024 are presented as Plate 3. The locations of additional surface soil sampling performed by our firm during multiple sampling episodes through July 2024, as well as test pit sampling locations performed in September 2024, are shown on Plate 4. Logs of the test pits are presented on Plates 5 through 11. The proposed remedial excavation areas are shown on Plate 12 and proposed/estimated remedial excavation depths are shown on Plate 13. A summary of the soil analytical data from the site is presented on Table I. The laboratory reports and chain-of-custody documentation for the additional soil characterization work are attached.

SITE DESCRIPTION AND BACKGROUND

The approximate three-acre subject property is situated directly easterly of Pacific Street and about 250 feet southerly of Rocklin Road in Rocklin, Placer County, California. The property is addressed as 5255 Pacific Street and is identified by the Placer County Assessor's Office as parcel number (APN) 010-170-026. The site currently is generally vacant/undeveloped and unused. A *Vicinity Map* showing the location of the property is presented as Plate 1, and a *Site Map* is presented as Plate 2.

In 2017, Youngdahl Consulting Group, LLC prepared a *Phase I Environmental Site Assessment* of the subject property.[1] The 2017 Phase I report indicated that the subject property historically was part of a former granite quarry within the Rocklin Quarry district, and that the site previously supported several structures associated with mining operations. At the time of the 2017 Phase I study, nearly all of the former structures reportedly had been removed; however, it is indicated that visible signs of previous onsite structures were observed. The 2017 report stated that stained soils were observed in the area of a former onsite blacksmith shop and that evidence of slag was noted in the area of a former "Monument Shed" and "Cutting Shed". The report concluded that the potential exists that soils in those areas had been impacted with heavy metals from past onsite activities. The 2017 Phase I report included a recommendation to conduct soil sampling at the specific identified locations of concern for metals analyses. The areas of concern identified in the 2017 Phase I report are shown on Plates 2 and 3.

In January 2024, our firm conducted soil sampling in the areas of concern identified in the 2017 Phase I report.[2] Our scope of work included observation of the concern areas, collection of surface soil samples from those areas for laboratory testing for metals (CAM 17), and evaluation of the results. The January 2024 soil sampling locations (identified as S1 through S10) are shown on Plates 3 and 4, and the soil analytical results are summarized on Table I. The January 2024 sampling/testing identified elevated concentrations of metals (including lead, antimony, cobalt and copper) with respect to Environmental Screening Levels (ESLs) published by the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB).[3] Additionally, the detected concentration of lead in one sample and the concentration of copper in another sample also exceed California Title 22 Total Threshold Limit Concentration (TTLC) hazardous waste levels. Based on these findings, we concluded that further site characterization of the extent of metals impacted soils and remedial action are warranted.

[1] Youngdahl Consulting Group, Inc.; "Phase I Environmental Site Assessment, Pacific Street (5255), Placer County APN 010-170-026-00, Rocklin, California"; October 20, 2017.
[2] Brusca Associates, Inc.; "Phase II Environmental Site Assessment, Pacific Street Property, APN 010-170-026, 5255 Pacific Street, Rocklin, Placer County, California"; February 5, 2024.
[3] San Francisco Bay Regional Water Quality Control Board; "Environmental Screening Levels"; July 2019.

PURPOSE AND SCOPE OF WORK

The purpose of this additional sampling investigation has been to evaluate/characterize the lateral and vertical extents of metals impacted soils at the site and to develop recommendations for remedial removal of the impacted soils. Our scope of work included multiple episodes of step-out soil sampling from the previously identified locations of surface soil impacts, collection of a number of soil samples across the entire property generally on a grid pattern, and excavation of test pits at selected locations for deeper soil sampling. The soil sampling was performed in accord with standard environmental protocol and was overseen by a Professional Geologist from our office. All laboratory testing was performed by a State-certified laboratory. Based on the results, we have developed recommended excavation areas and procedures for remedial excavation, stockpiling, and off-haul of impacted materials.

ADDITIONAL SITE CHARACTERIZATION

Soil Sampling and Test Pits

Between May and July 2024, we performed multiple episodes of step-out surface soil sampling generally surrounding the two previously identified concern areas at the site. Additionally, we collected a number of surface soil samples generally on a grid pattern across the site to evaluate whether sizable areas of surface soil metals impact exist on other portions of the property. The additional surface soil sampling locations (identified as S11 through S78) are shown on Plate 4.

The surface soil sample collected at one of the grid sampling locations (S39) generally situated to the southwest of the previously identified two concern areas contained an elevated concentration of lead. As shown on Plate 4, we subsequently collected a number of step-out samples surrounding that location to characterize the extent of impact in that area.

At each surface soil sampling location, a soil sample was collected from the surface to an approximate depth of six inches. The surface soil samples were immediately transferred to laboratory-provided four-ounce glass jars.

In early September 2024, we directed the performance of seven test pits at locations where surface soil sampling identified elevated concentrations of metals (specifically at locations S3, S5, S14, S44, S59, S68, S70). Prior to excavation of the test pits, we marked the test pit locations and contacted Underground Service Alert to clear the locations of underground utilities. The test pits were performed with a small excavator. Each of the test pits extended to a depth of three feet, except for the test pit at location S5, which extended to a depth of four feet.

The conditions encountered in the test pits are depicted on the attached Plates 5 through 11. Each of the test pits encountered fill materials at the surface. Within the test pits at locations S3, S14, S44, and S59 (generally within the central and southwesterly site areas) the fill materials were mostly comprised of a mixture of sandy soils, granodiorite rock fragments, and varying amounts of apparent ash/burn debris; at those locations the fill materials extended to depths ranging from about eight inches to about 1.5 feet. Below the shallow fill materials at locations S3, S14, S44, and S59, the test pits encountered native soils mostly consisting of silty sands. At

locations S44 and S59, the test pits engaged highly weathered granodiorite rock below the silty sands at depths of about 1.5 feet and 2.5 feet, respectively.

Deeper fill materials were encountered in the test pits advanced within the northeasterly portion of the site (locations S5, S68, and S70). At location S5, the fill materials included a substantial amount of slag materials, as well as assorted debris/rubbish, including metal, plastic, and wood materials. The base of the test pit at location S5 at a depth of four feet exposed abundant slag materials, and the total depth of slag and fill materials at this location was not defined. Additionally, a sizable subsurface concrete element (possible remnant building foundation) was exposed at a depth of about one foot in the northerly sidewall of the test pit at location S5.

The test pit at location S68 encountered fill materials (including some wood debris) extending to a depth of about 2.5 feet, below which native silty sand was encountered.

Within the test pit at location S70, fill materials uniformly consisting of granodiorite rock fragments (up to two feet in dimension) mixed with minor amounts of sand and gravel were encountered extending to the maximum depth of the test pit (three feet). The total depth of fill material at this location was not defined.

As shown on the attached test pit logs, subsurface soil samples were collected from each of the test pits at one-foot intervals. The soil samples were immediately transferred to laboratory-provided four-ounce glass jars.

Laboratory Testing

The collected surface soil samples and the soil samples from the test pits were submitted with chain-of-custody documentation to a State-certified analytical laboratory (Sunstar Laboratories, Inc.; ELAP No. 2250) for analysis. Each sample was analyzed for the metals that were previously identified as elevated at the site during the referenced January 2024 Phase II investigation (specifically lead, antimony, cobalt and copper) by EPA Method 6010B. A few of the deeper soil samples from the test pits were held at the laboratory without testing pending the results of the shallower soil samples. The soil analytical results are summarized on Table I, and the laboratory reports and chain-of-custody documentation are attached. Quality control/quality assurance information is included in the laboratory reports.

Results/Nature and Extent of Metals Impacts

As a part of our evaluation, we have compared the soil laboratory data to Environmental Screening Levels (ESLs) published by the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB).[4] The ESL values for both residential and commercial/industrial exposure scenarios are presented on the attached Table I along with the analytical data from the site. We have primarily considered the residential ESL values as we understand that contemplated redevelopment of the subject property includes residential usage. Additionally, we have compared the soils metals results to California Title 22 Total Threshold Limit Concentration (TTLC) hazardous waste levels; those values also are presented on Table I.

[4] San Francisco Bay Regional Water Quality Control Board; "Environmental Screening Levels"; July 2019.

As shown on Table I, a substantial number of the surface and subsurface soil samples collected from the site contain one or more of the tested metals at concentrations above residential ESL values. Of the metals tested, elevated concentrations of lead appear to be more prevalent than the other metals (antimony, cobalt, and copper). None of the additional soil samples collected from the site (i.e. between May and September 2024) contained metals at concentrations exceeding TTLC hazardous waste levels, except for the surface soil sample collected at location S14 (this sample contained copper and lead at concentrations exceeding the TTLC hazardous waste level).

As shown on Plate 12, three areas of surface soil metals impacts have been identified at the site; these include the two areas initially identified by the referenced January 2024 Phase II sampling (herein referred to as the central and northeasterly impacted areas), and the area in the vicinity of location S39 identified by the grid sampling across the site (herein referred to as the southwesterly impacted area).

As shown on Table I and Plates 5 through 11, the subsurface soil samples collected from test pits within the central and southwesterly impacted areas (i.e. within the test pits at locations S3, S14, S44, and S59) did not contain elevated concentrations of the tested metals, except for the one-foot-deep soil sample collected at location S14. The sample collected at a depth of two feet at location S14 did not contain elevated concentrations of metals. Given the available data, it would appear that soils containing elevated concentrations of metals within the central and southwesterly impacted areas generally do not extend deeper than about one to 1.5 feet.

Subsurface conditions within the northeasterly impacted area at the site are more variable and uncertain. As shown on Table I and Plate 6, all of the subsurface soil samples collected from the test pit at location S5 (depths of one, two, three, and four feet) contained elevated concentrations of metals with respect to residential ESL values. The total depth of fill materials and the vertical extent of metals impacts in this area are undetermined.

As shown on Table I and Plate 10, soils containing elevated concentrations of metals at location S68 within the northeasterly impacted area extend to a depth of at least two feet; however, the sample collected at a depth of three feet at this location (within native soils) did not contain elevated concentrations of metals. As shown on Table I and Plate 11, the subsurface soil samples at location S70 (depths of one, two, and three feet) did not contain elevated concentrations of metals.

As summarized above, the identified depths of impacted soils within the northeasterly impacted area are highly variable primarily due to the nature and extent of fill materials in that area. The total depth of fill materials and metals impacted soils within portions of the northeasterly area (including the vicinity of S5) are yet undetermined and should be delineated during the proposed remedial excavation work at the site. Alternatively, if desired, further site characterization, including additional test pit excavation and subsurface soil sampling could be performed in the northeasterly impacted area prior to remedial work to better define the anticipated extents of excavation in that area. If additional site characterization is undertaken, the remedial removal plan presented below should be revised/refined based on the additional data.

REMEDIAL REMOVAL PLAN

Remedial Objective and Approach

As summarized earlier in this report, areas have been identified at the subject property where soils contain certain metals (antimony, cobalt, copper, and/or lead) at concentrations above residential ESL values. Given that redevelopment of the property is planned (including residential usage), excavation/removal of all site soils containing metals at concentrations above residential ESL values is recommended. The objective of the recommended remedial soil removal is to establish site conditions that are protective of construction workers and future occupants of the property. The excavated impacted soils should be hauled from the property for proper landfill disposal.

The recommended soil removal areas presented herein are based in part on the assumption that future use of the property will include residential usage. If the planned future usage of the property changes such that residential usage or other sensitive uses are not included, it may be warranted to revise this plan to potentially reduce the extent of remedial excavation.

General/Planned Excavation Areas

Remedial soil excavation is recommended for the three impacted site areas shown on Plate 12; those areas generally encompass locations where metals have been identified in surface and/or subsurface soils at concentrations exceeding residential ESL values. The anticipated minimum depths of excavation are shown on Plate 13. Following excavation, soil samples shall be collected from the lateral and vertical limits of the excavated areas for confirmation testing. In the event that confirmation soil samples contain metals at concentrations above residential ESL values, further excavation shall be implemented. Excavated soils shall be removed from the property for proper landfill disposal. The remedial work shall be performed by a licensed hazardous materials contractor and in accordance with all applicable laws and regulations. Applicable laws and regulations relevant to the excavation and disposal of contaminated soils include, but are not limited to: 27 California Code of Regulations (CCR) 20200 (a) and (c); 27 CCR 20210; 27 CCR 20220 (b); and, 23 CCR 2520 and 2521. The remedial soil excavation and related confirmation soil sampling at the site shall be overseen by a qualified environmental professional(s) under the direction of a Professional Geologist.

We note that some trees exist within and near the planned remedial excavations. Tree care considerations such as root protection measures are beyond the scope of this plan. Appropriate City representatives should be contacted to determine whether an arborist should be consulted regarding the planned work. For the purposes of this Remedial Removal Plan, we have assumed that trees within the remedial areas would be removed prior to or in conjunction with the remedial work.

Permitting

Prior to the remedial soil excavation work, the property owner or remediation contractor shall obtain any required permits for the work, including a grading permit if necessary. Additionally,

if required, the property owner or contractor shall obtain and implement a Stormwater Pollution Prevention Plan specific to the planned work and implement the provisions of that plan during the remedial activities.

The subject property is within the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). The remediation contractor shall determine whether a Dust Control Plan is required for the planned work and shall process a Dust Control Plan with the PCAPCD if necessary.

Utility Clearance and Protection

The remediation contractor shall contact Underground Service Alert prior to planned soil excavation work to clear the areas of underground utilities. Any active utilities within the planned excavation areas shall be protected during the work. A power pole is situated near the northerly margin of the northeasterly impacted area; this power pole may need to be protected or relocated during the planned work.

Site Access, Staging, and Site Security

Prior to the remedial work, appropriate site access routes for equipment, trucks, etc. shall be determined. Additionally, onsite areas for the temporary storage/stockpiling of excavated materials shall be identified. Fencing, barricades or other measures shall be used to prevent the general public from entering work areas containing open excavations or where impacted soils are exposed and/or stored.

Excavation Areas Layout

Prior to the planned excavation work, the limits of remedial excavation areas shall be marked to match the areas shown on Plate 12. The layout of the marked areas shall be confirmed by the qualified environmental professional overseeing the work.

Excavation and Stockpiling

Remedial excavation shall be performed within the three impacted areas shown on Plate 12 with suitable earthwork equipment. Within the central and southwesterly impacted areas, the excavations shall be advanced to depths sufficient to remove the shallow fill materials in those areas (as determined by the environmental professional overseeing the work); as shown on Plate 13, those depths are anticipated to be on the order of one to 1.5 feet.

As shown on Plate 13, the anticipated minimum depths of excavation within the northeasterly impacted area are more variable. The depths of excavation within the northeasterly impacted area shall be determined by the environmental professional overseeing the work and shall be based to some degree on the nature of the materials exposed during remedial excavation. Materials/soil including ash, burn debris, and/or slag shall be assumed to be impacted unless additional testing proves otherwise. As shown on Plate 13, the anticipated minimum depth of excavation within the east portion of the northeasterly impacted area is on the order of three feet, and within the west portion of the northeasterly impacted area on the order of one foot. Within the central portion of the northeasterly impacted area, the anticipated minimum depth of excavation is four feet;

depending on conditions encountered during remedial excavation, the actual excavation depth in that area may need to be much deeper.

Considering the materials encountered in the test pits advanced at the site (discussed earlier in this report and shown on Plates 5 through 11), it should be anticipated that the materials remedially excavated from the site will include soils, rock fragments (some of which may be sizable), ash/burn debris, rubbish, plastic materials, wood materials, metal objects, and concrete rubble and/or concrete elements (such as potential remnant foundations). It is possible that other types of materials could be encountered in uncharacterized fills at the site. We also note that a mound of apparent slag material (about 12 feet in diameter and up to about four feet high) is situated within the northeasterly impacted area; this material should be removed for proper offsite disposal in conjunction with the remedial soil removal work.

The excavated materials shall be placed within the designated onsite stockpile area(s). Materials shall be transported from the removal areas to the designated stockpile area(s) in a manner that prevents spillage onto site surfaces. The stockpiled materials shall be covered with plastic sheeting (6 mill minimum) and the plastic sheeting shall be secured as necessary to prevent wind disturbance. Appropriate measures shall be implemented to prevent storm water contact and erosion of stockpiled materials; such measures could include the berming of stockpiled areas if warranted by site conditions. It is recommended that the excavation work at the site be planned for a time when significant rainfall is not expected.

Dust Control

Dust control measures shall be implemented during excavation to limit or prevent airborne particles during the remedial work. An effective dust control measure is the wetting of exposed soils to limit airborne soil particles. Wetting can be accomplished via liberal sprinkling of exposed soils with a hose, water truck, or other suitable means. The actual methods used for dust control should depend on the nature of the soil disturbance activity, the size of the area(s) disturbed, soil moisture content, and weather conditions. As a general rule, measures shall be implemented so that no visible dust is generated during site activities. Additionally, all dust control work should conform to the Dust Control Plan, if it is determined that a Dust Control Plan is necessary per PCAPCD requirements.

As a further protective measure, the property owner and/or contractor(s) may elect to develop and implement a dust monitoring program (including use of dust monitors) to evaluate whether unacceptable levels of fugitive airborne dust occur within or at the boundaries of the work area during the work. Our firm could assist in development of a dust monitoring plan upon request.

Storm Water Control

Storm water control measures shall be implemented as necessary to prevent any surface water or storm water that contacts exposed impacted soils from discharging from the work site or from entering storm drain or sewer systems. It is recommended that the excavation work at the site be planned for a time when significant rainfall is not expected.

Confirmation Soil Sampling/Analysis

Following the remedial excavation, soil samples shall be collected from the limits of the excavation areas to verify that soils at the limits of the excavations do not contain the metals of concern (antimony, cobalt, copper, and lead) at concentrations above the clean-up levels established herein (i.e. residential ESLs). Confirmation soil samples shall be collected from the lateral margins of each excavation area at a maximum of 25 lineal foot intervals, and at least one confirmation soil sample shall be collected from the base of each excavation area for each 1,500 square feet of excavation area. All sampling and sample handling shall be performed by a qualified environmental professional in accord with standard environmental protocols and shall be thoroughly documented; scaled site maps showing the numbering of the confirmation sampling locations shall be prepared. The soil samples shall be retrieved in laboratory-provided glass jars or stainless-steel sleeves capped with Teflon tape and plastic end caps. The samples shall be transported to a State-certified analytical laboratory under chain-of-custody for analysis.

The confirmation soil samples from the limits of the remedial excavation areas shall be analyzed for lead, antimony, cobalt and copper by EPA Method 6010B. The results of the analytical laboratory testing of the confirmation soil samples shall be reviewed and compared to residential ESL values. In the event that any of the confirmation soil samples contain lead, antimony, cobalt or copper in excess of these levels, further excavation shall ensue in the area(s) of any such samples and thereafter resampling/retesting shall be performed in any such area(s) as described above for confirmation purposes.

Stockpile Sampling, Landfill Acceptance, and Off-Haul

Following remedial excavation and stockpiling, the stockpiled materials shall be sampled and tested to determine appropriate disposal. One four-part composite sample shall be collected from each 250-cubic yard section of the stockpiles. Prior to the sampling, the stockpiles shall be accurately measured, and 250-cubic yard sections of the stockpiles shall be identified and marked. All sampling and sample handling shall be performed in accord with standard environmental protocol and shall be thoroughly documented. Samples of the stockpiled soils shall be retrieved in laboratory-provided glass jars or stainless-steel sleeves capped with Teflon tape and plastic end caps. The samples shall be transported to a State-certified analytical laboratory under chain-of-custody for analysis. The samples of the stockpiled materials shall be analyzed for the following:

- Lead, antimony, cobalt and copper by EPA Method 6010B
- Soluble Threshold Limit Concentration (STLC) to be analyzed for any metals with TTLC exceeding 10 times the STLC
- Toxicity Characteristic Leaching Procedure (TCLP) to be analyzed for any metals exceeding STLC hazardous waste criteria per Code of Regulations Title 22

The permitted landfill facility or facilities selected for eventual disposal of the stockpiled materials may require additional analyses for acceptance purposes. The contractor shall arrange for

acceptance of the excavated/stockpiled materials at an appropriate permitted landfill facility or facilities. Following acceptance, the stockpiled materials shall be completely removed from the property and properly hauled to the accepting landfill facility or facilities.

The stockpiled materials shall be loaded into transport vehicles in a manner that prevents the spilling or tracking of materials. Any material that spills or falls onto the ground shall be immediately placed into the truck or in its original stockpile, and the affected area shall be immediately cleaned up. Transport and disposal shall be performed by a properly licensed contractor at an appropriate pre-approved facility or facilities in accordance with all applicable environmental laws and regulations. Transport manifests and disposal documentation shall be maintained and copies of such documentation shall be provided to the property owner.

Excavation Backfilling

Details regarding backfilling of the remedial excavations should be determined by the property owner and may depend to some degree on the grading details of the envisioned future development project (and we note that portions of the excavation areas are anticipated to be only about one-foot-deep and may not necessitate backfilling). If the deeper excavation areas are not immediately backfilled, those areas should be fenced or otherwise secured for safety reasons. Any imported backfill materials to be used within the excavated areas shall be evaluated for environmental quality prior to placement. The details of the imported backfill materials evaluation program would depend on the quantity and source of the backfill materials and should be determined by the environmental professional overseeing the work. Geotechnical engineering aspects of backfill type and placement procedures are beyond the scope of this plan.

Decontamination

All equipment that has come in contact with impacted site materials shall be decontaminated prior to demobilization from the site. Decontamination methods should depend on the project specifics and equipment. Accumulations of soils on equipment shall be removed by scraping with a shovel or similar tool and, where appropriate, by brushing with stiff bristle brushes and brooms. Any rinse water generated during decontamination shall be collected and disposed at an appropriate disposal facility in accordance with all applicable environmental laws.

Personal Protection/Safety Procedures

The contractor(s) shall be responsible for the health and safety of their employees during the course of construction activities. Additionally, contractors performing work that will disturb contaminated materials shall be required to develop their own *Health and Safety Plan* specific to their work; elements of the *Health and Safety Plan* shall include worker environmental safety measures for activities that include contact with site soils. It will also be the contractor's responsibility to implement the environmental and physical safety measures to protect on-site workers during the work, and to ensure that workers have appropriate hazardous materials safety training to conduct the work.

Due to the known soil contamination at the site, contractors performing earthwork activities, shall be responsible for operating in accordance with the most current requirements of Title 8,

California Code of Regulations, Section 5192 (8 CCR 5192) and Title 29, Code of Federal Regulations, Section 1910.120 (29 CFR 1910.120), Standards for Hazardous Waste Operations and Emergency Response (HAZWOPER). On-site personnel will be responsible for operating in accordance with all applicable regulations of the Occupational Safety and Health Administration (OSHA) outlined in 8 CCR General Industry and Construction Safety Orders and 29 CFR 1910 and 29 CFR 1926, Construction Industry Standards, as well as other applicable federal, state and local laws and regulations. All personnel shall operate in compliance with all California OSHA requirements.

Personal protective equipment (PPE) is required at the site to protect personnel from potential exposure to contaminated soil and physical hazards. The level of PPE that will be required depends not only on existing site conditions and hazards but also on the specific task or operation to be performed. The minimum level of protection deemed appropriate for this Site is Level D; however, a contractor-specific *Health and Safety Plan* may determine that a higher level of PPE is necessary for their work. Level D PPE used at the site will consist of hard hat; reflective safety vest or shirt; protective footwear; safety glasses or goggles; hearing protection (when necessary), gloves, and long pants.

All personnel in contact with contaminated materials during the remedial soil removal work shall be instructed to wash their hands, face, neck, and arms at the end of the workday. No eating, drinking, smoking, or chewing of gum or tobacco shall be permitted in the work area.

Dust control measures shall be implemented to limit or prevent airborne particles during activities that involve soil disturbance. An effective dust control measure is the wetting of exposed materials to limit airborne soil particles. Wetting can be accomplished via liberal sprinkling of exposed materials with a hose, water truck, or other suitable means. The actual methods used for dust control will depend on the nature of the soil disturbance activity, the size of the area disturbed, soil moisture content, and weather conditions. As a general rule, measures shall be implemented so that no visible dust is generated during site activities.

As indicated earlier in this report, the property owner and/or contractor(s) may elect to develop and implement a dust monitoring program (including use of dust monitors) to evaluate whether unacceptable levels of fugitive airborne dust occur within or at the boundaries of the work area during the work.

Reporting

Following the remedial activities at the site, a summary report shall be prepared by the environmental professional overseeing the work and signed by a Professional Geologist. The summary report shall include: a description of the remedial work completed; drawings showing the limits of remedial excavation and clearance soil sampling locations; the results of the clearance soil and stockpile sampling/analytical testing; and, soil disposal manifests.

SOIL MANAGEMENT PLAN

Given the history of the subject property and the somewhat variable conditions encountered at the site (including undocumented/uncharacterized fill materials), the potential exists that impacted materials may exist at the site outside of the areas identified herein. As such, we recommend developing and implementing a Soil Management Plan (SMP) that includes a description of procedures for monitoring soil and fill materials during any future onsite construction activities and for identifying any suspect materials of potential environmental concern, as well as procedures for segregation, stockpiling, testing, and disposal of any suspect materials of concern. Upon request, our firm could develop a SMP for the property.

CLOSING

If you have any questions or require additional information, please contact the undersigned at (916) 677-1470.

Sincerely,

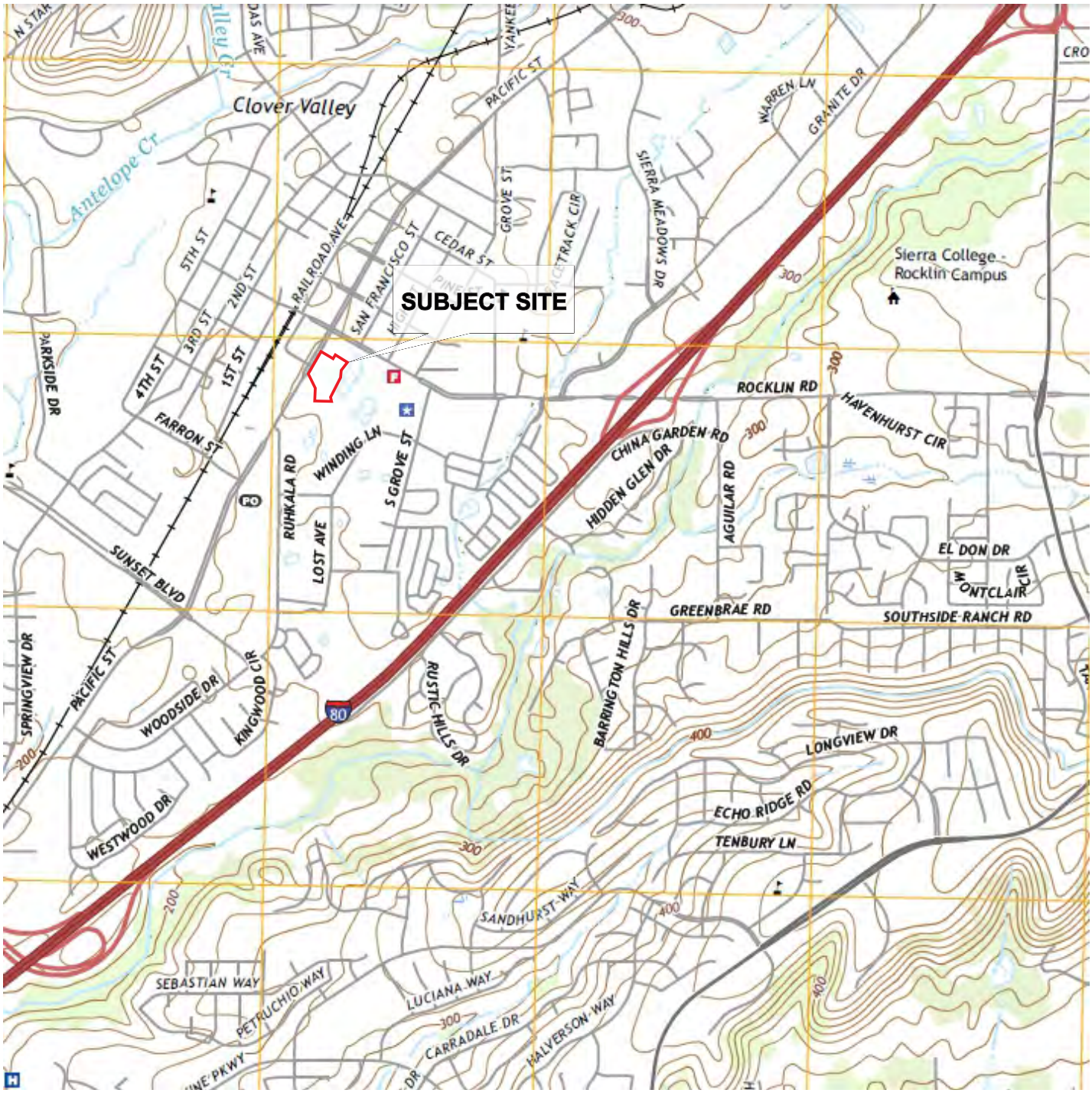
BRUSCA ASSOCIATES, INC.

Joe Brusca
Principal Engineering Geologist
Certified Engineering Geologist No. 1948

Attachments: Plate 1, *Vicinity Map*
Plate 2, *Site Map*
Plate 3, *Detail Map – Initial Sampling Locations*
Plate 4, *Additional Sampling Locations*
Plate 5, *Log of Test Pit at S3*
Plate 6, *Log of Test Pit at S5*
Plate 7, *Log of Test Pit at S14*
Plate 8, *Log of Test Pit at S44*
Plate 9, *Log of Test Pit at S59*
Plate 10, *Log of Test Pit at S68*
Plate 11, *Log of Test Pit at S70*
Plate 12, *Proposed Remedial Excavation Areas*
Plate 13, *Proposed Remedial Excavation Depths*

Table I – Summary of Soil Analytical Data

Laboratory Reports and Chain-of-Custody Documentation



SOURCE: U.S.G.S. 7.5-minute Rocklin Quadrangle, California, 2018
Scale 1:24,000

N

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PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

Brusca Project No. 142-007

VICINITY MAP

PLATE 1

APPROXIMATE BOUNDARY OF SUBJECT PROPERTY

AREA OF DETAIL MAP SHOWING INITIAL SAMPLING LOCATIONS (SEE PLATE 3)

0 100

APPROXIMATE SCALE IN FEET

N

All features and locations are approximate only

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ADDITIONAL SITE INVESTIGATION AND REMEDIAL SOIL REMOVAL PLAN
PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

Brusca Project No. 142-007

SITE MAP

PLATE 2

INITIAL SOIL SAMPLE LOCATION, JANUARY 2024

0 30

APPROXIMATE SCALE IN FEET

N

All features and locations are approximate only

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PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

Brusca Project No. 142-007

DETAIL MAP INITIAL SAMPLING LOCATIONS

PLATE 3

APPROXIMATE BOUNDARY OF SUBJECT PROPERTY

SURFACE SOIL SAMPLING LOCATIONS, JANUARY-JULY 2024

TEST PIT, SEPTEMBER 2024

0 100

APPROXIMATE SCALE IN FEET

N

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ADDITIONAL SITE INVESTIGATION AND REMEDIAL SOIL REMOVAL PLAN
PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

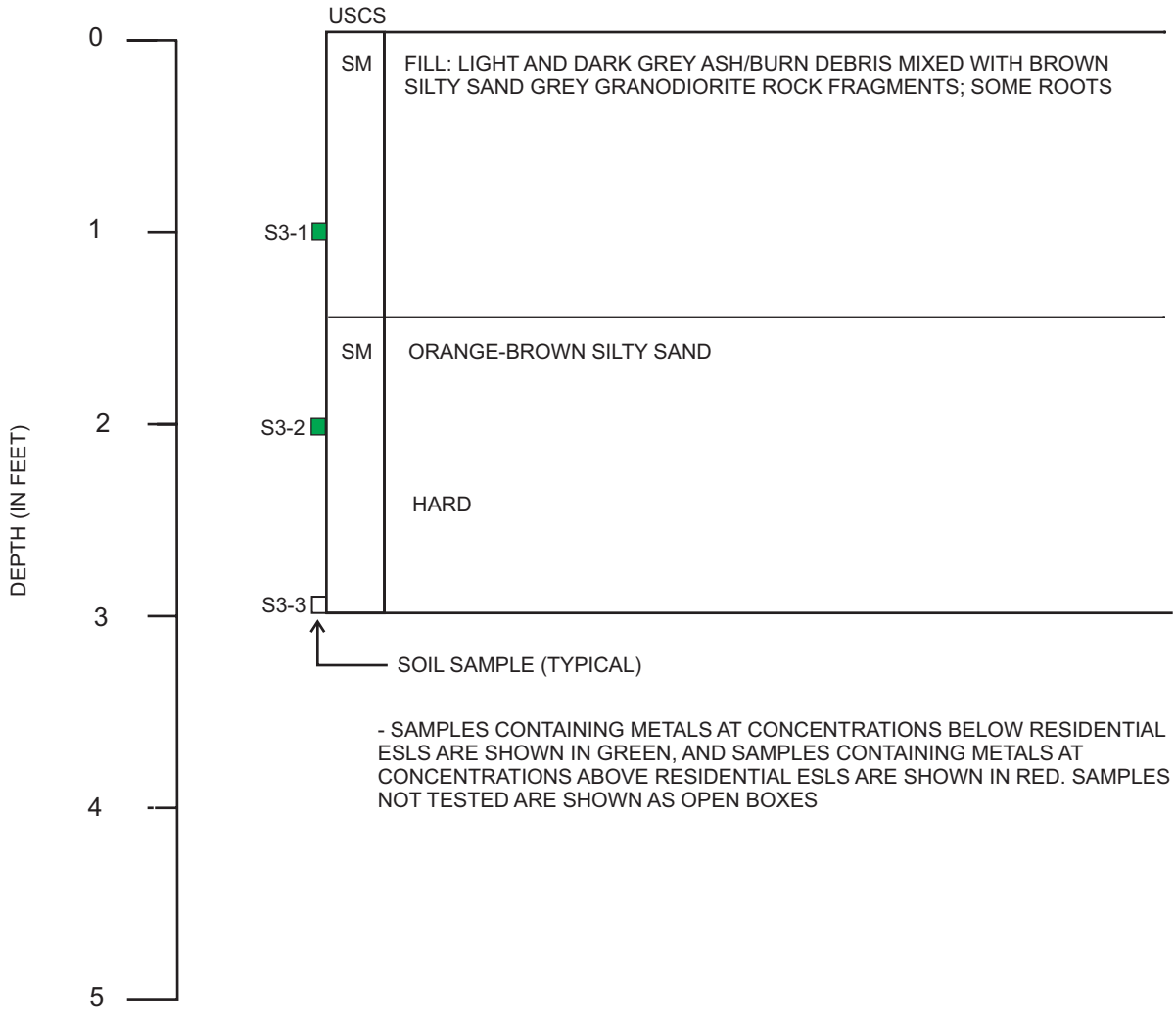
Brusca Project No. 142-007

ADDITIONAL SAMPLING LOCATIONS

PLATE 4

LOG OF TEST PIT AT S3

EXCAVATED: 9/4/2024



- SAMPLES CONTAINING METALS AT CONCENTRATIONS BELOW RESIDENTIAL ESLS ARE SHOWN IN GREEN, AND SAMPLES CONTAINING METALS AT CONCENTRATIONS ABOVE RESIDENTIAL ESLS ARE SHOWN IN RED. SAMPLES NOT TESTED ARE SHOWN AS OPEN BOXES

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ADDITIONAL SITE INVESTIGATION AND REMEDIAL SOIL REMOVAL PLAN PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

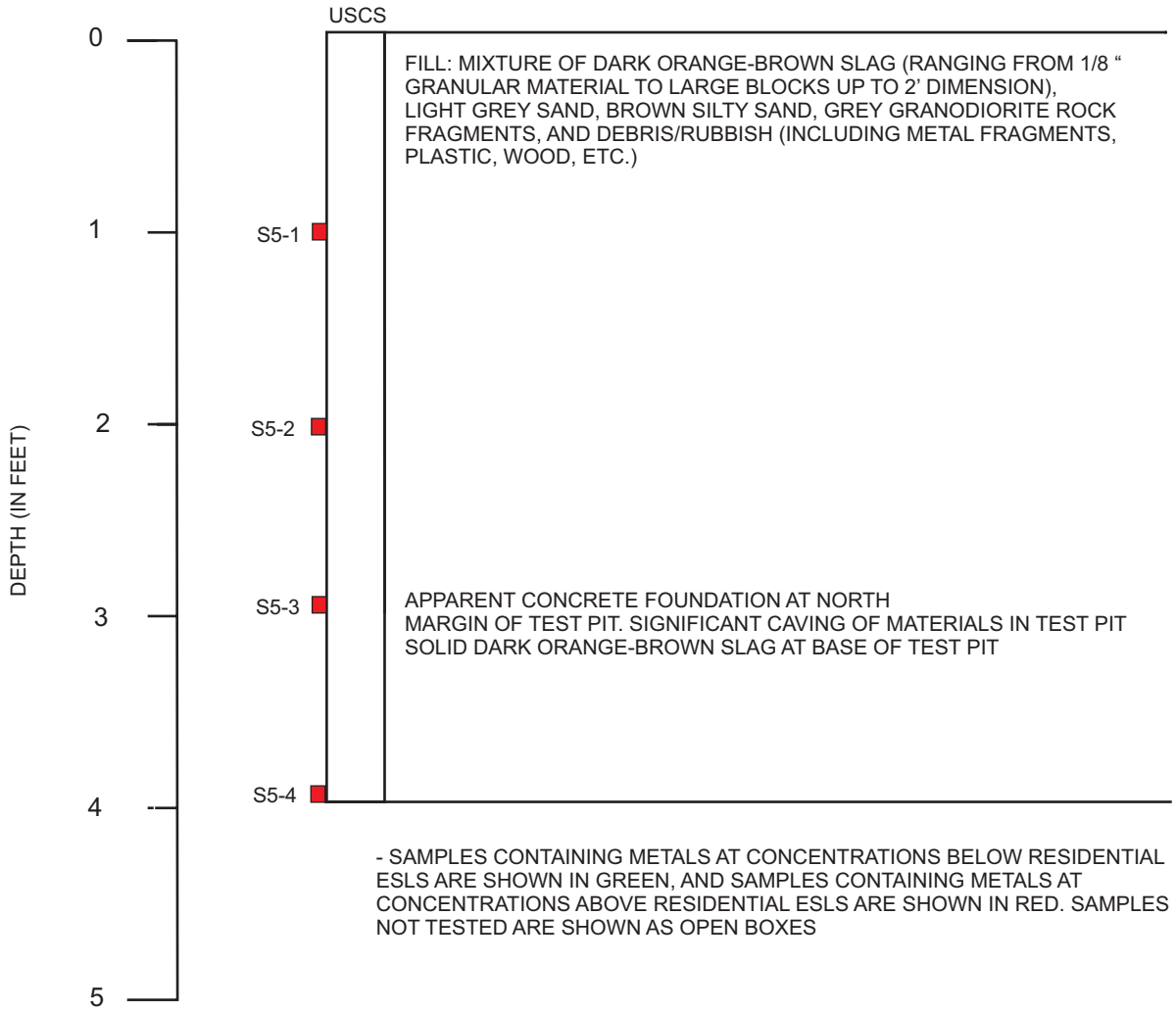
LOG OF TEST PIT AT S3

Brusca Project No. 142-007

PLATE 5

LOG OF TEST PIT AT S5

EXCAVATED: 9/4/2024



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ADDITIONAL SITE INVESTIGATION AND REMEDIAL SOIL REMOVAL PLAN PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

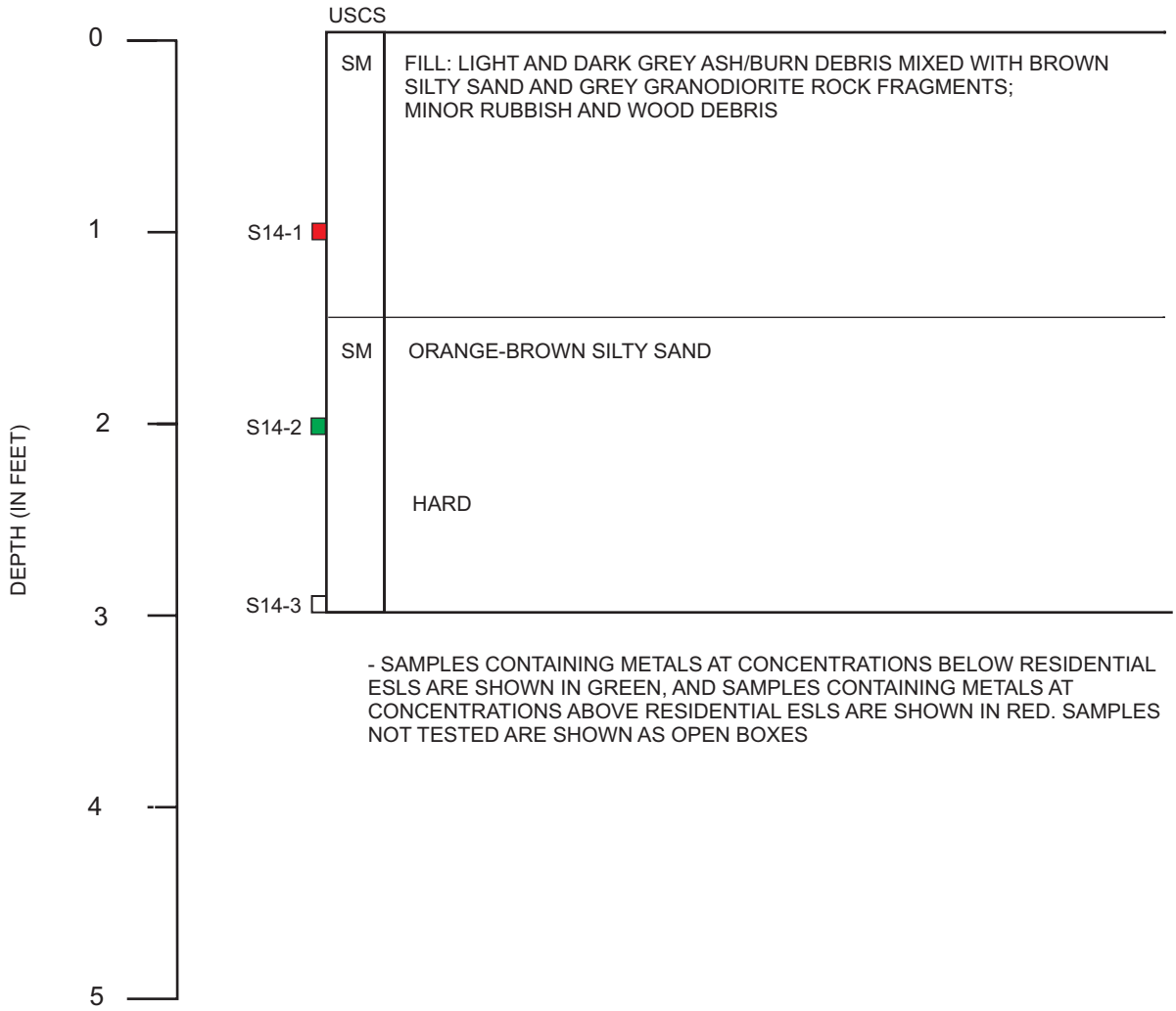
LOG OF TEST PIT AT S5

Brusca Project No. 142-007

PLATE 6

LOG OF TEST PIT AT S14

EXCAVATED: 9/4/2024



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5255 Pacific Street
Rocklin, California

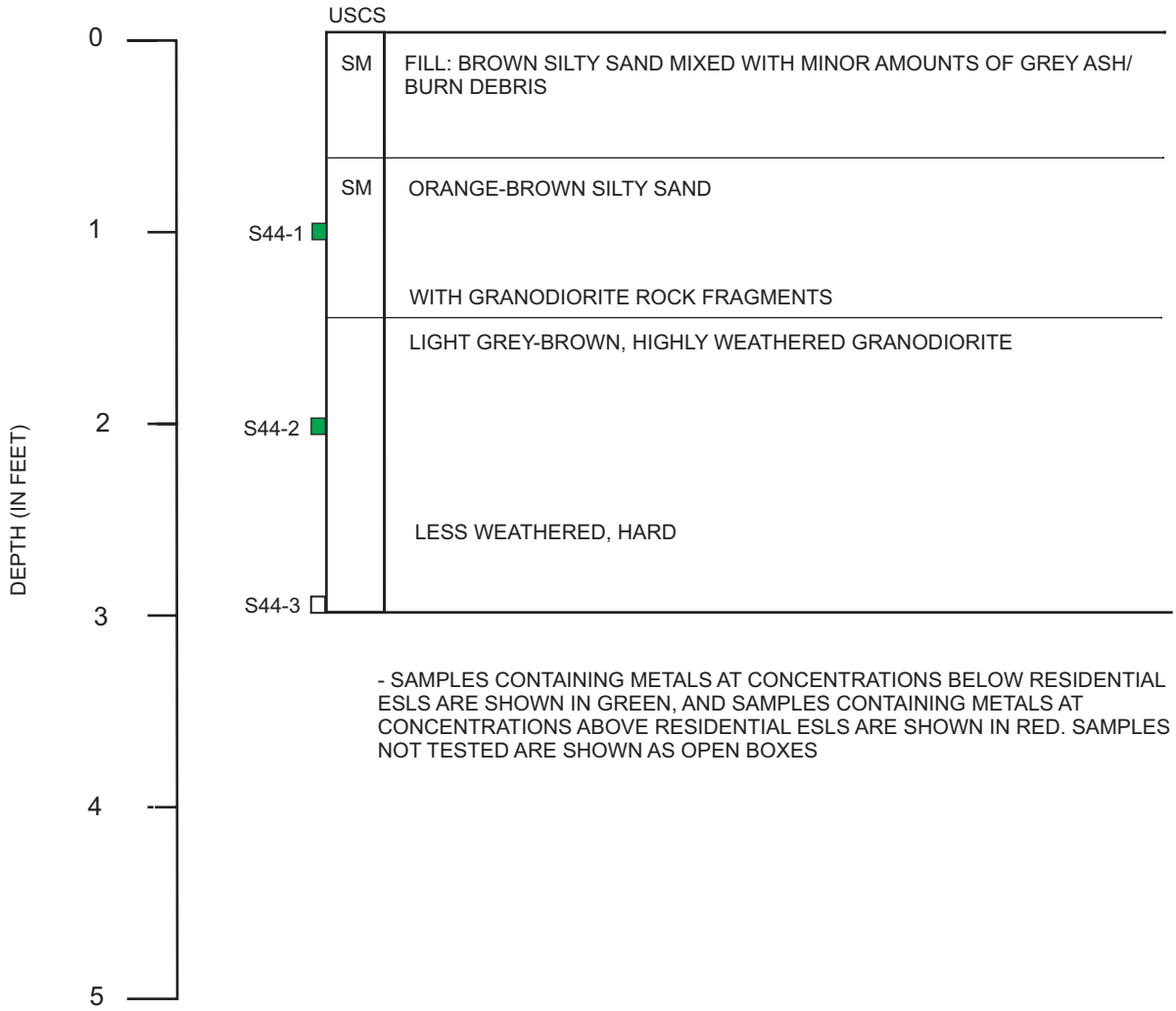
LOG OF TEST PIT AT S14

Brusca Project No. 142-007

PLATE 7

LOG OF TEST PIT AT S44

EXCAVATED: 9/4/2024



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5255 Pacific Street
Rocklin, California

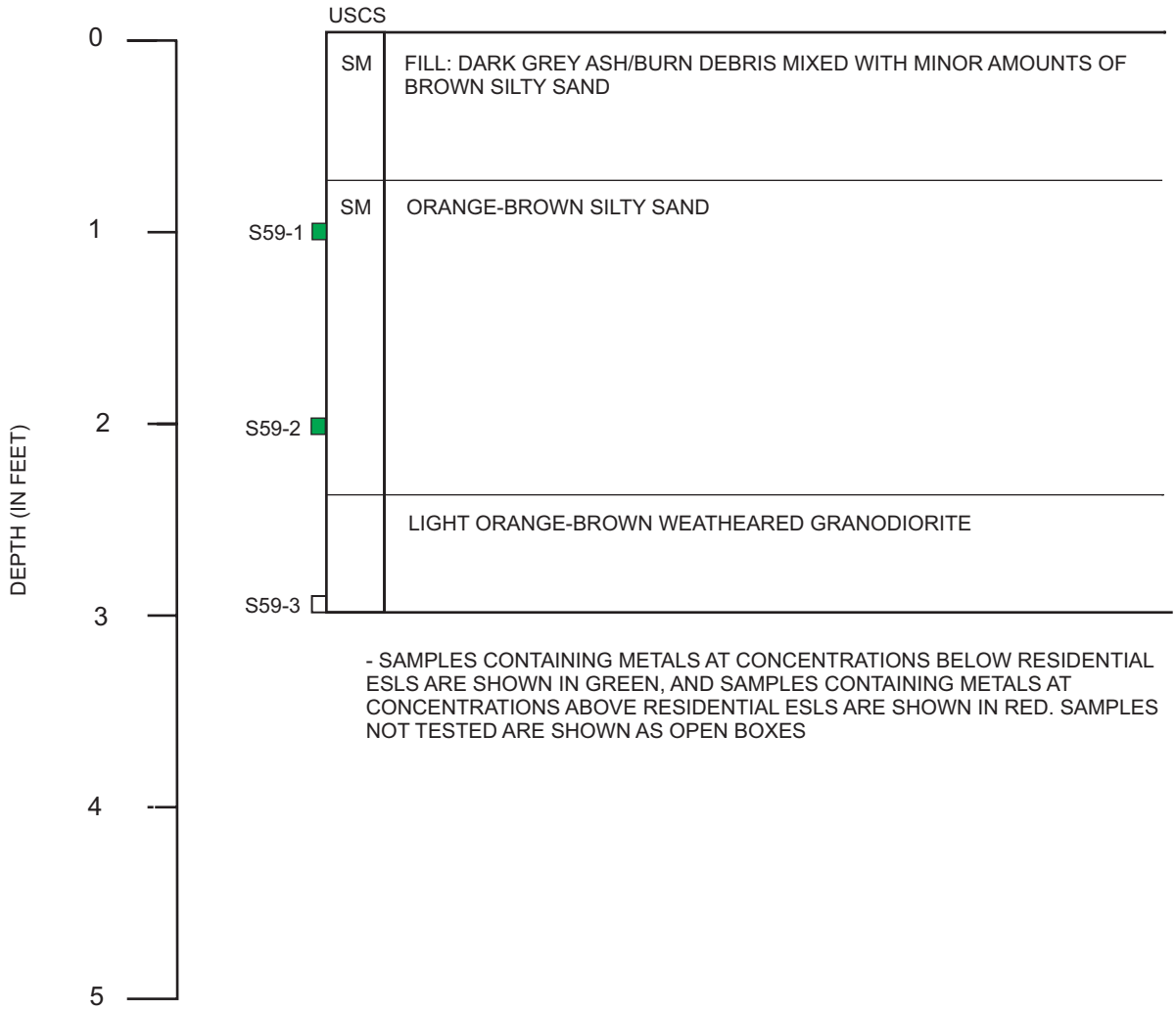
LOG OF TEST PIT AT S44

Brusca Project No. 142-007

PLATE 8

LOG OF TEST PIT AT S59

EXCAVATED: 9/4/2024



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5255 Pacific Street
Rocklin, California

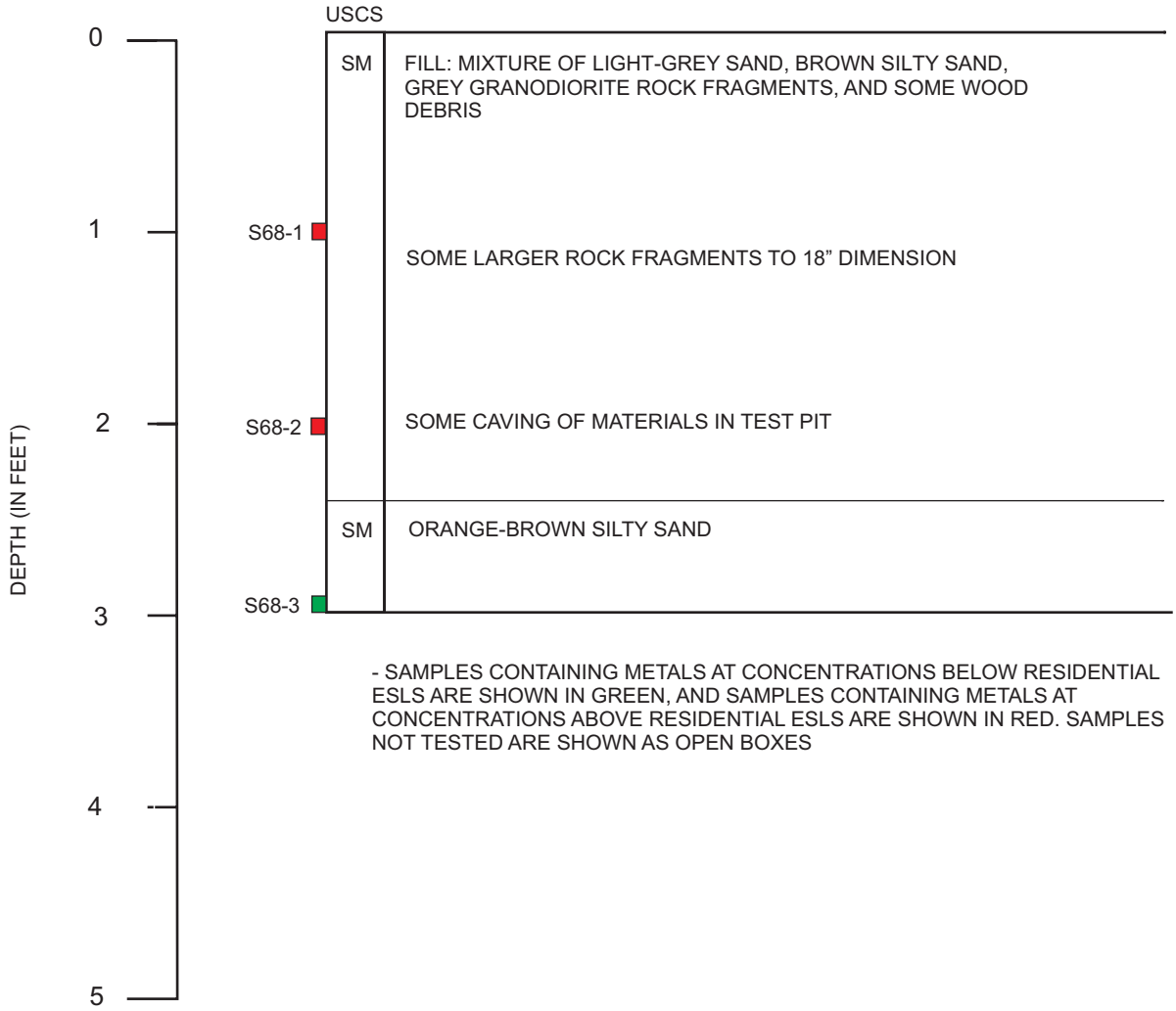
LOG OF TEST PIT AT S59

Brusca Project No. 142-007

PLATE 9

LOG OF TEST PIT AT S68

EXCAVATED: 9/4/2024



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5255 Pacific Street
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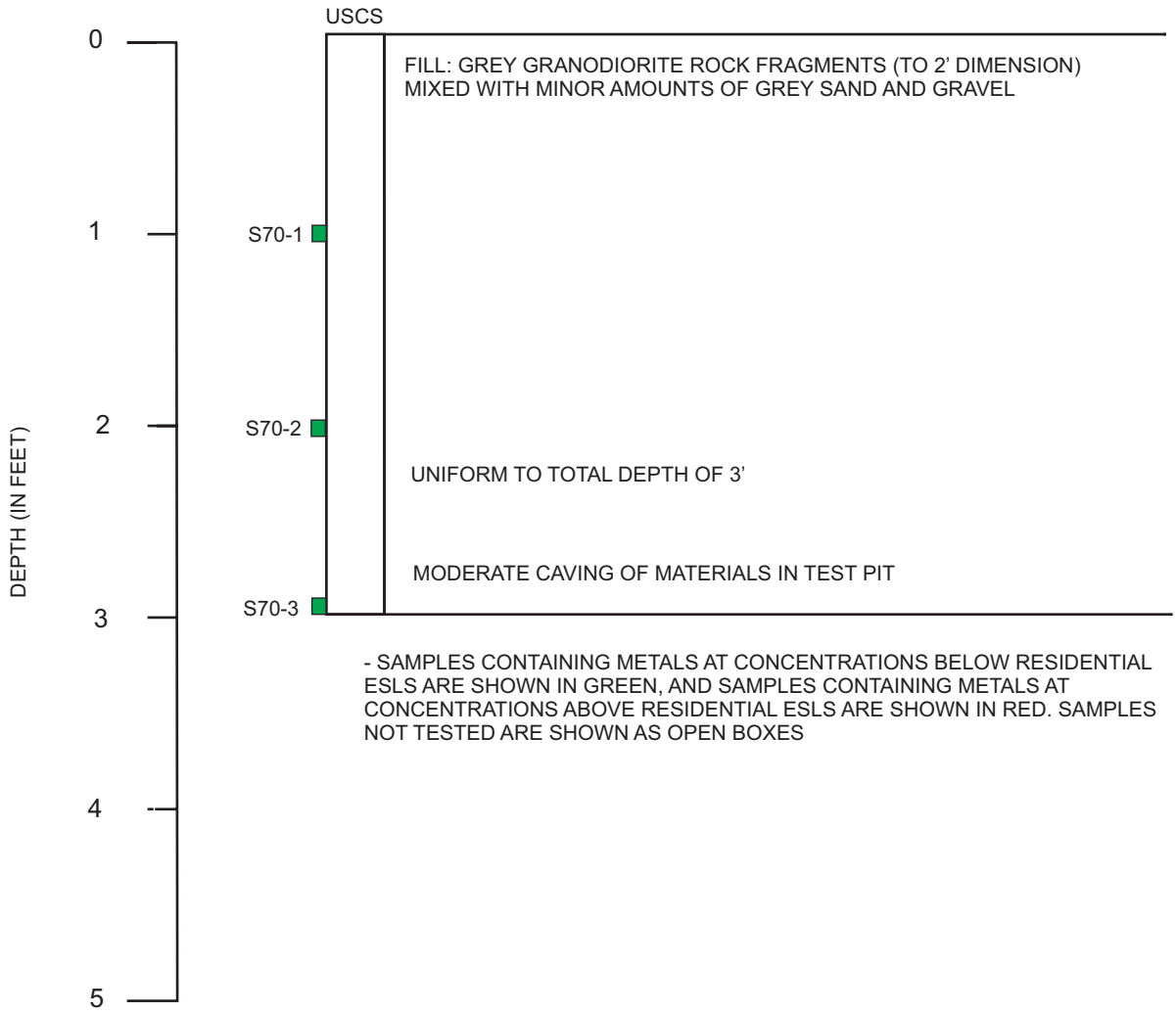
LOG OF TEST PIT AT S68

Brusca Project No. 142-007

PLATE 10

LOG OF TEST PIT AT S70

EXCAVATED: 9/4/2024



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ADDITIONAL SITE INVESTIGATION AND REMEDIAL SOIL REMOVAL PLAN PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

LOG OF TEST PIT AT S70

Brusca Project No. 142-007

PLATE 11

APPROXIMATE BOUNDARY OF SUBJECT PROPERTY

SOIL SAMPLING LOCATION WITH ELEVATED CONCENTRATION(S) OF METALS

SOIL SAMPLING LOCATION NOT INDICATING ELEVATED CONCENTRATION(S) OF METALS

PROPOSED REMEDIAL EXCAVATION AREAS

0 100

APPROXIMATE SCALE IN FEET

N

All features and locations are approximate only

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ADDITIONAL SITE INVESTIGATION AND REMEDIAL SOIL REMOVAL PLAN
PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

Brusca Project No. 142-007

PROPOSED REMEDIAL EXCAVATION AREAS

PLATE 12

APPROXIMATE BOUNDARY OF SUBJECT PROPERTY

PROPOSED REMEDIAL EXCAVATION AREAS

(1.5) ESTIMATED REMEDIAL EXCAVATION DEPTH (FEET)

0 100

APPROXIMATE SCALE IN FEET

N

All features and locations are approximate only

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ADDITIONAL SITE INVESTIGATION AND REMEDIAL SOIL REMOVAL PLAN
PACIFIC STREET PROPERTY

5255 Pacific Street
Rocklin, California

Brusca Project No. 142-007

PROPOSED REMEDIAL EXCAVATION DEPTHS

PLATE 13

TABLE I
SUMMARY OF SOIL ANALYTICAL DATA
PACIFIC STREET PROPERTY
5255 Pacific Street, Rocklin, Placer County, California
Brusca Project No. 142-007

Sample ID	Date	Depth (feet)	METALS												
			Antimony	Barium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Vanadium	Zinc	Mercury	Other Metals (see lab report)
S1	1/18/24	0 - 0.5	160	61	7.6	73	16	950	1,100	11	57	12	1,700	0.21	ND
S2	1/18/24	0 - 0.5	120	42	5.2	7.6	4.4	91	900	ND	12	9.6	960	ND	ND
S3	1/18/24	0 - 0.5	250	59	4.5	370	6.1	360	750	24	33	9.9	520	0.38	ND
S3-1	9/4/24	1	ND				4.3	20	37						
S3-2	9/4/24	2	ND				4.4	6.0	5.5						
S4	1/18/24	0 - 0.5	34	70	2.3	23	5.8	150	320	ND	23	12	410	0.70	ND
S5	1/18/24	0 - 0.5	ND	14	7.8	340	34	3,500	36	95	510	31	ND	ND	ND
S5-1	9/4/24	1	ND				41	2,130	47						
S5-2	9/4/24	2	ND				93	351	36						
S5-3	9/4/24	3	8.4				34	3,180	58						
S5-4	9/4/24	4	23				34	2,520	64						
S6	1/18/24	0 - 0.5	ND	68	4.9	230	26	2,400	29	71	300	37	43	ND	ND
S7	1/18/24	0 - 0.5	ND	56	ND	37	12	210	44	7.9	39	19	340	ND	ND
S8	1/18/24	0 - 0.5	ND	23	ND	4.9	2.8	25	29	ND	5.2	6.1	65	ND	ND
S9	1/18/24	0 - 0.5	ND	68	2.3	50	14	200	44	ND	35	34	230	ND	ND
S10	1/18/24	0 - 0.5	ND	51	ND	8.1	4.0	30	13	ND	7.0	11	100	ND	ND
S11	5/20/24	0 - 0.5	36				7.1	143	229						
S12	5/20/24	0 - 0.5	4.1				5.8	82	128						
S13	5/20/24	0 - 0.5	15				6.2	283	430						
S14	5/20/24	0 - 0.5	390				13	24,700	2,350						
S14-1	9/4/24	1	7.3				4.6	452	180						
S14-2	9/4/24	2	ND				4.4	5.7	ND						
S15	5/20/24	0 - 0.5	16				9.2	172	169						
S16	5/20/24	0 - 0.5	ND				7.5	50	319						
S17	5/20/24	0 - 0.5	ND				36	29	13						
S18	5/20/24	0 - 0.5	ND				5.3	43	92						
S19	5/20/24	0 - 0.5	7.9				3.6	84	93						
S20	5/20/24	0 - 0.5	20				6.9	434	112						
S21	5/20/24	0 - 0.5	ND				7.2	40	26						
S22	5/20/24	0 - 0.5	ND				2.4	11	3.4						
S23	5/20/24	0 - 0.5	6.5				27	536	95						
S24	5/20/24	0 - 0.5	6.2				82	275	124						
S25	5/20/24	0 - 0.5	ND				38	194	224						
S26	5/20/24	0 - 0.5	10				55	180	171						
S27	5/20/24	0 - 0.5	ND				32	1,740	24						
S28	5/20/24	0 - 0.5	ND				104	227	50						
S29	5/20/24	0 - 0.5	ND	26	ND	2.6	ND	6.4	3.8	ND	ND	ND	32	ND	ND
S30	5/20/24	0 - 0.5	ND	54	ND	5.6	13	18	8.4	ND	4.2	12	54	ND	ND
S31	5/20/24	0 - 0.5	ND	478	ND	18	3.8	59	36	ND	11	24	65	ND	ND
S32	5/20/24	0 - 0.5	ND	60	ND	7.9	2.8	12	14	ND	6.3	13	89	ND	ND
S33	5/20/24	0 - 0.5	ND	64	ND	13	4.6	371	72	ND	14	17	150	ND	ND
S34	5/20/24	0 - 0.5	ND	106	ND	16	4.0	27	17	ND	7.2	14	109	ND	ND
S35	5/20/24	0 - 0.5	ND	84	ND	10	13	23	40	ND	9.2	14	159	ND	ND
S36	5/20/24	0 - 0.5	ND	83	ND	13	8.1	64	59	ND	14	22	286	ND	ND
S37	5/20/24	0 - 0.5	ND	64	ND	15	4.8	59	36	ND	14	20	103	ND	ND
S38	5/20/24	0 - 0.5	ND	129	ND	8.0	3.4	14	15	ND	5.4	15	47	ND	ND
S39	5/20/24	0 - 0.5	ND	86	ND	9.4	3.2	19	208	ND	5.7	14	91	0.12	ND
S40	5/20/24	0 - 0.5	ND	59	ND	13	3.9	44	21	ND	9.6	15	98	ND	ND
S41	5/20/24	0 - 0.5	ND	37	ND	4.2	2.7	8.6	7.3	ND	3.1	8.3	40	ND	ND
S42	5/20/24	0 - 0.5	ND	92	ND	9.8	3.8	13	7.8	ND	8.0	18	40	ND	ND
S43	5/20/24	0 - 0.5	ND	72	ND	8.6	3.7	16	17	ND	7.1	15	54	ND	ND
SCREENING LEVELS															
ESLs, Residential[3]			11	15,000	78	120,000	23	3,100	80	390	820	390	23,000	13	
ESLs, Commercial/industrial[3]			160	220,000	1,100	1,800,000	350	47,000	320	5,800	11,000	5,800	350,000	190	
California Hazardous Waste Levels[4]			500	10,000	100	2,500	8,000	2,500	1,000	3,500	2,000	2,400	5,000	20	

1. All concentrations expressed in milligrams per kilogram (mg/kg)
2. ND = Not detected at a concentration above the laboratory reporting limit
3. SFRWQCB Environmental Screening Levels; shallow soil exposure; July 2019
4. California Title 22 Total Threshold Limit Concentration (TTLC)

TABLE I
SUMMARY OF SOIL ANALYTICAL DATA
PACIFIC STREET PROPERTY
5255 Pacific Street, Rocklin, Placer County, California

Brusca Project No. 142-007

Sample ID	Date	Depth (feet)	METALS												
			Antimony	Barium	Cadmium	Chromium	Cobalt	Copper	Lead	Molybdenum	Nickel	Vanadium	Zinc	Mercury	Other Metals (see lab report)
S44	6/18/24	0 - 0.5	ND				3.9	31	557						
S44-1	9/4/24	1	ND				5.5	7.8	5.6						
S44-2	9/4/24	2	ND				2.5	20	ND						
S45	6/18/24	0 - 0.5	12				3.1	23	60.7						
S46	6/18/24	0 - 0.5	4.2				4.2	35	66						
S47	6/18/24	0 - 0.5	4.4				7.6	305	61						
S48	6/18/24	0 - 0.5	ND				8.0	16	29						
S49	6/18/24	0 - 0.5	ND				6.9	20	25						
S50	6/18/24	0 - 0.5	ND				3.9	14	7.9						
S51	6/18/24	0 - 0.5	15				6.0	40	157						
S52	6/18/24	0 - 0.5	7.5				16	450	105						
S53	6/18/24	0 - 0.5	10				14	356	197						
S54	6/18/24	0 - 0.5	ND				11	532	66						
S55	6/18/24	0 - 0.5	ND				4.7	42	51						
S56	6/18/24	0 - 0.5	ND				34	128	56						
S57	6/18/24	0 - 0.5	ND				179	98	26						
S58	6/18/24	0 - 0.5	ND				11	30	10						
S59	6/18/24	0 - 0.5	ND				6.2	33	423						
S59-1	9/4/24	1	ND				2.1	5.4	4.7						
S59-2	9/4/24	2	ND				2.5	ND	ND						
S60	6/18/24	0 - 0.5	ND				3.6	17	30						
S61	6/18/24	0 - 0.5	ND				3.4	13	48						
S62	7/15/24	0 - 0.5	ND				5.7	9.9	6.1						
S63	7/15/24	0 - 0.5	ND				2.8	14	31						
S64	7/15/24	0 - 0.5	ND				7.3	23	77						
S65	7/15/24	0 - 0.5	ND				5.7	40	69						
S66	7/15/24	0 - 0.5	ND				3.4	53	83						
S67	7/15/24	0 - 0.5	6.5				6.5	87	180						
S68	7/15/24	0 - 0.5	56				12	253	451						
S68-1	9/4/24	1	18				2.6	106	328						
S68-2	9/4/24	2	55				2.4	132	807						
S68-3	9/4/24	3	ND				ND	9.1	8.1						
S69	7/15/24	0 - 0.5	5.0				7.2	77	74						
S70	7/15/24	0 - 0.5	ND				18	110	161						
S70-1	9/4/24	1	ND				2.7	16	24						
S70-2	9/4/24	2	ND				ND	5.8	3.7						
S70-3	9/4/24	3	ND				ND	6.2	6.0						
S71	7/15/24	0 - 0.5	10				118	95	22						
S72	7/15/24	0 - 0.5	ND				9.2	40	9.7						
S73	7/15/24	0 - 0.5	ND				4.2	14	14						
S74	7/15/24	0 - 0.5	ND				ND	ND	4.7						
S75	7/29/24	0 - 0.5	ND				3.8	8.5	6.4						
S76	7/29/24	0 - 0.5	ND				3.0	11	7.8						
S77	7/29/24	0 - 0.5	ND				3.5	49	16						
S78	7/29/24	0 - 0.5	ND				7.5	27	22						
SCREENING LEVELS															
ESLs, Residential[3]			11	15,000	78	120,000	23	3,100	80	390	820	390	23,000	13	
ESLs, Commercial/industrial[3]			160	220,000	1,100	1,800,000	350	47,000	320	5,800	11,000	5,800	350,000	190	
California Hazardous Waste Levels[4]			500	10,000	100	2,500	8,000	2,500	1,000	3,500	2,000	2,400	5,000	20	

1. All concentrations expressed in milligrams per kilogram (mg/kg)
2. ND = Not detected at a concentration above the laboratory reporting limit
3. SFRWQCB Environmental Screening Levels; shallow soil exposure; July 2019
4. California Title 22 Total Threshold Limit Concentration (TTLC)
5. Concentrations in red exceed the residential ESL value and/or the cited hazardous waste level

SunStar Laboratories, Inc.
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30 May 2024

Joe Brusca
Brusca Associates Inc.
PO Box 332
Roseville, CA 95661

RE: Pacific Street Property

Enclosed are the results of analyses for samples received by the laboratory on 05/22/24 09:30. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Joann Marroquin
Director of Operations

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S11	T242134-01	Soil	05/20/24 00:00	05/22/24 09:30
S12	T242134-02	Soil	05/20/24 00:00	05/22/24 09:30
S13	T242134-03	Soil	05/20/24 00:00	05/22/24 09:30
S14	T242134-04	Soil	05/20/24 00:00	05/22/24 09:30
S15	T242134-05	Soil	05/20/24 00:00	05/22/24 09:30
S16	T242134-06	Soil	05/20/24 00:00	05/22/24 09:30
S17	T242134-07	Soil	05/20/24 00:00	05/22/24 09:30
S18	T242134-08	Soil	05/20/24 00:00	05/22/24 09:30
S19	T242134-09	Soil	05/20/24 00:00	05/22/24 09:30
S20	T242134-10	Soil	05/20/24 00:00	05/22/24 09:30
S21	T242134-11	Soil	05/20/24 00:00	05/22/24 09:30
S22	T242134-12	Soil	05/20/24 00:00	05/22/24 09:30
S23	T242134-13	Soil	05/20/24 00:00	05/22/24 09:30
S24	T242134-14	Soil	05/20/24 00:00	05/22/24 09:30
S25	T242134-15	Soil	05/20/24 00:00	05/22/24 09:30
S26	T242134-16	Soil	05/20/24 00:00	05/22/24 09:30
S27	T242134-17	Soil	05/20/24 00:00	05/22/24 09:30
S28	T242134-18	Soil	05/20/24 00:00	05/22/24 09:30
S29	T242134-19	Soil	05/20/24 00:00	05/22/24 09:30
S30	T242134-20	Soil	05/20/24 00:00	05/22/24 09:30
S31	T242134-21	Soil	05/20/24 00:00	05/22/24 09:30
S32	T242134-22	Soil	05/20/24 00:00	05/22/24 09:30
S33	T242134-23	Soil	05/20/24 00:00	05/22/24 09:30
S34	T242134-24	Soil	05/20/24 00:00	05/22/24 09:30
S35	T242134-25	Soil	05/20/24 00:00	05/22/24 09:30
S36	T242134-26	Soil	05/20/24 00:00	05/22/24 09:30

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Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S37	T242134-27	Soil	05/20/24 00:00	05/22/24 09:30
S38	T242134-28	Soil	05/20/24 00:00	05/22/24 09:30
S39	T242134-29	Soil	05/20/24 00:00	05/22/24 09:30
S40	T242134-30	Soil	05/20/24 00:00	05/22/24 09:30
S41	T242134-31	Soil	05/20/24 00:00	05/22/24 09:30
S42	T242134-32	Soil	05/20/24 00:00	05/22/24 09:30
S43	T242134-33	Soil	05/20/24 00:00	05/22/24 09:30

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

DETECTIONS SUMMARY

Sample ID: S11 **Laboratory ID:** T242134-01

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**35.5**	4.00	mg/kg	EPA 6010b	
Cobalt	**7.08**	2.00	mg/kg	EPA 6010b	
Copper	**143**	5.00	mg/kg	EPA 6010b	
Lead	**229**	3.00	mg/kg	EPA 6010b	

Sample ID: S12 **Laboratory ID:** T242134-02

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**4.10**	4.00	mg/kg	EPA 6010b	
Cobalt	**5.78**	2.00	mg/kg	EPA 6010b	
Copper	**82.3**	5.00	mg/kg	EPA 6010b	
Lead	**128**	3.00	mg/kg	EPA 6010b	

Sample ID: S13 **Laboratory ID:** T242134-03

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**15.0**	4.00	mg/kg	EPA 6010b	
Cobalt	**6.20**	2.00	mg/kg	EPA 6010b	
Copper	**283**	5.00	mg/kg	EPA 6010b	
Lead	**430**	3.00	mg/kg	EPA 6010b	

Sample ID: S14 **Laboratory ID:** T242134-04

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**390**	4.00	mg/kg	EPA 6010b	
Cobalt	**12.8**	2.00	mg/kg	EPA 6010b	
Copper	**24700**	20.0	mg/kg	EPA 6010b	
Lead	**2350**	3.00	mg/kg	EPA 6010b	

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Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Sample ID: S15 **Laboratory ID:** T242134-05

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**16.2**	4.00	mg/kg	EPA 6010b	
Cobalt	**9.21**	2.00	mg/kg	EPA 6010b	
Copper	**172**	5.00	mg/kg	EPA 6010b	
Lead	**169**	3.00	mg/kg	EPA 6010b	

Sample ID: S16 **Laboratory ID:** T242134-06

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**7.49**	2.00	mg/kg	EPA 6010b	
Copper	**50.2**	5.00	mg/kg	EPA 6010b	
Lead	**319**	3.00	mg/kg	EPA 6010b	

Sample ID: S17 **Laboratory ID:** T242134-07

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**36.3**	2.00	mg/kg	EPA 6010b	
Copper	**28.7**	5.00	mg/kg	EPA 6010b	
Lead	**13.4**	3.00	mg/kg	EPA 6010b	

Sample ID: S18 **Laboratory ID:** T242134-08

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**5.33**	2.00	mg/kg	EPA 6010b	
Copper	**42.5**	5.00	mg/kg	EPA 6010b	
Lead	**92.0**	3.00	mg/kg	EPA 6010b	

Sample ID: S19 **Laboratory ID:** T242134-09

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**7.87**	4.00	mg/kg	EPA 6010b	
Cobalt	**3.58**	2.00	mg/kg	EPA 6010b	
Copper	**84.2**	5.00	mg/kg	EPA 6010b	
Lead	**92.5**	3.00	mg/kg	EPA 6010b	

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Sample ID: S20 **Laboratory ID:** T242134-10

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**20.1**	4.00	mg/kg	EPA 6010b	
Cobalt	**6.85**	2.00	mg/kg	EPA 6010b	
Copper	**434**	5.00	mg/kg	EPA 6010b	
Lead	**112**	3.00	mg/kg	EPA 6010b	

Sample ID: S21 **Laboratory ID:** T242134-11

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**7.21**	2.00	mg/kg	EPA 6010b	
Copper	**40.3**	5.00	mg/kg	EPA 6010b	
Lead	**26.3**	3.00	mg/kg	EPA 6010b	

Sample ID: S22 **Laboratory ID:** T242134-12

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**2.39**	2.00	mg/kg	EPA 6010b	
Copper	**11.1**	5.00	mg/kg	EPA 6010b	
Lead	**3.38**	3.00	mg/kg	EPA 6010b	

Sample ID: S23 **Laboratory ID:** T242134-13

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**6.53**	4.00	mg/kg	EPA 6010b	
Cobalt	**26.5**	2.00	mg/kg	EPA 6010b	
Copper	**536**	5.00	mg/kg	EPA 6010b	
Lead	**95.0**	3.00	mg/kg	EPA 6010b	

Sample ID: S24 **Laboratory ID:** T242134-14

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**6.21**	4.00	mg/kg	EPA 6010b	
Cobalt	**81.6**	2.00	mg/kg	EPA 6010b	
Copper	**275**	5.00	mg/kg	EPA 6010b	

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Sample ID: S24 **Laboratory ID:** T242134-14

Analyte	Result	Reporting Limit	Units	Method	Notes
Lead	**124**	3.00	mg/kg	EPA 6010b	

Sample ID: S25 **Laboratory ID:** T242134-15

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**37.9**	2.00	mg/kg	EPA 6010b	
Copper	**194**	5.00	mg/kg	EPA 6010b	
Lead	**224**	3.00	mg/kg	EPA 6010b	

Sample ID: S26 **Laboratory ID:** T242134-16

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**10.0**	4.00	mg/kg	EPA 6010b	
Cobalt	**55.3**	2.00	mg/kg	EPA 6010b	
Copper	**180**	5.00	mg/kg	EPA 6010b	
Lead	**171**	3.00	mg/kg	EPA 6010b	

Sample ID: S27 **Laboratory ID:** T242134-17

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**32.1**	2.00	mg/kg	EPA 6010b	
Copper	**1740**	5.00	mg/kg	EPA 6010b	
Lead	**23.6**	3.00	mg/kg	EPA 6010b	

Sample ID: S28 **Laboratory ID:** T242134-18

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**104**	2.00	mg/kg	EPA 6010b	
Copper	**227**	5.00	mg/kg	EPA 6010b	
Lead	**50.0**	3.00	mg/kg	EPA 6010b	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Sample ID: S29 **Laboratory ID:** T242134-19

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**25.8**	5.00	mg/kg	EPA 6010b	
Chromium	**2.61**	2.00	mg/kg	EPA 6010b	
Copper	**6.40**	5.00	mg/kg	EPA 6010b	
Lead	**3.75**	3.00	mg/kg	EPA 6010b	
Zinc	**32.1**	5.00	mg/kg	EPA 6010b	

Sample ID: S30 **Laboratory ID:** T242134-20

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**53.5**	5.00	mg/kg	EPA 6010b	
Chromium	**5.61**	2.00	mg/kg	EPA 6010b	
Cobalt	**13.3**	2.00	mg/kg	EPA 6010b	
Copper	**18.3**	5.00	mg/kg	EPA 6010b	
Lead	**8.42**	3.00	mg/kg	EPA 6010b	
Nickel	**4.21**	2.00	mg/kg	EPA 6010b	
Vanadium	**12.1**	5.00	mg/kg	EPA 6010b	
Zinc	**53.7**	5.00	mg/kg	EPA 6010b	

Sample ID: S31 **Laboratory ID:** T242134-21

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**478**	5.00	mg/kg	EPA 6010b	
Chromium	**18.1**	2.00	mg/kg	EPA 6010b	
Cobalt	**3.81**	2.00	mg/kg	EPA 6010b	
Copper	**58.9**	5.00	mg/kg	EPA 6010b	
Lead	**36.0**	3.00	mg/kg	EPA 6010b	
Nickel	**10.8**	2.00	mg/kg	EPA 6010b	
Vanadium	**23.9**	5.00	mg/kg	EPA 6010b	
Zinc	**65.3**	5.00	mg/kg	EPA 6010b	

Sample ID: S32 **Laboratory ID:** T242134-22

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**60.3**	5.00	mg/kg	EPA 6010b	

SunStar Laboratories, Inc.

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Sample ID: S32 **Laboratory ID:** T242134-22

Analyte	Result	Reporting Limit	Units	Method	Notes
Chromium	**7.88**	2.00	mg/kg	EPA 6010b	
Cobalt	**2.81**	2.00	mg/kg	EPA 6010b	
Copper	**12.1**	5.00	mg/kg	EPA 6010b	
Lead	**13.9**	3.00	mg/kg	EPA 6010b	
Nickel	**6.25**	2.00	mg/kg	EPA 6010b	
Vanadium	**12.9**	5.00	mg/kg	EPA 6010b	
Zinc	**89.2**	5.00	mg/kg	EPA 6010b	

Sample ID: S33 **Laboratory ID:** T242134-23

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**64.1**	5.00	mg/kg	EPA 6010b	
Chromium	**13.2**	2.00	mg/kg	EPA 6010b	
Cobalt	**4.62**	2.00	mg/kg	EPA 6010b	
Copper	**371**	5.00	mg/kg	EPA 6010b	
Lead	**71.8**	3.00	mg/kg	EPA 6010b	
Nickel	**13.8**	2.00	mg/kg	EPA 6010b	
Vanadium	**17.0**	5.00	mg/kg	EPA 6010b	
Zinc	**150**	5.00	mg/kg	EPA 6010b	

Sample ID: S34 **Laboratory ID:** T242134-24

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**106**	5.00	mg/kg	EPA 6010b	
Chromium	**15.5**	2.00	mg/kg	EPA 6010b	
Cobalt	**4.02**	2.00	mg/kg	EPA 6010b	
Copper	**26.6**	5.00	mg/kg	EPA 6010b	
Lead	**17.0**	3.00	mg/kg	EPA 6010b	
Nickel	**7.22**	2.00	mg/kg	EPA 6010b	
Vanadium	**14.0**	5.00	mg/kg	EPA 6010b	
Zinc	**109**	5.00	mg/kg	EPA 6010b	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Sample ID: S35 **Laboratory ID:** T242134-25

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**84.0**	5.00	mg/kg	EPA 6010b	
Chromium	**10.0**	2.00	mg/kg	EPA 6010b	
Cobalt	**13.3**	2.00	mg/kg	EPA 6010b	
Copper	**22.9**	5.00	mg/kg	EPA 6010b	
Lead	**40.0**	3.00	mg/kg	EPA 6010b	
Nickel	**9.24**	2.00	mg/kg	EPA 6010b	
Vanadium	**14.2**	5.00	mg/kg	EPA 6010b	
Zinc	**159**	5.00	mg/kg	EPA 6010b	

Sample ID: S36 **Laboratory ID:** T242134-26

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**82.7**	5.00	mg/kg	EPA 6010b	
Chromium	**13.2**	2.00	mg/kg	EPA 6010b	
Cobalt	**8.08**	2.00	mg/kg	EPA 6010b	
Copper	**64.2**	5.00	mg/kg	EPA 6010b	
Lead	**58.5**	3.00	mg/kg	EPA 6010b	
Nickel	**13.7**	2.00	mg/kg	EPA 6010b	
Vanadium	**22.4**	5.00	mg/kg	EPA 6010b	
Zinc	**286**	5.00	mg/kg	EPA 6010b	

Sample ID: S37 **Laboratory ID:** T242134-27

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**64.1**	5.00	mg/kg	EPA 6010b	
Chromium	**15.2**	2.00	mg/kg	EPA 6010b	
Cobalt	**4.82**	2.00	mg/kg	EPA 6010b	
Copper	**58.5**	5.00	mg/kg	EPA 6010b	
Lead	**36.2**	3.00	mg/kg	EPA 6010b	
Nickel	**13.6**	2.00	mg/kg	EPA 6010b	
Vanadium	**20.3**	5.00	mg/kg	EPA 6010b	
Zinc	**103**	5.00	mg/kg	EPA 6010b	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Sample ID: S38 **Laboratory ID:** T242134-28

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**129**	5.00	mg/kg	EPA 6010b	
Chromium	**8.02**	2.00	mg/kg	EPA 6010b	
Cobalt	**3.41**	2.00	mg/kg	EPA 6010b	
Copper	**14.1**	5.00	mg/kg	EPA 6010b	
Lead	**15.4**	3.00	mg/kg	EPA 6010b	
Nickel	**5.42**	2.00	mg/kg	EPA 6010b	
Vanadium	**15.3**	5.00	mg/kg	EPA 6010b	
Zinc	**46.7**	5.00	mg/kg	EPA 6010b	

Sample ID: S39 **Laboratory ID:** T242134-29

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**86.3**	5.00	mg/kg	EPA 6010b	
Chromium	**9.36**	2.00	mg/kg	EPA 6010b	
Cobalt	**3.18**	2.00	mg/kg	EPA 6010b	
Copper	**19.4**	5.00	mg/kg	EPA 6010b	
Lead	**208**	3.00	mg/kg	EPA 6010b	
Nickel	**5.66**	2.00	mg/kg	EPA 6010b	
Vanadium	**13.6**	5.00	mg/kg	EPA 6010b	
Zinc	**91.0**	5.00	mg/kg	EPA 6010b	
Mercury	**0.12**	0.10	mg/kg	EPA 7471A Soil	

Sample ID: S40 **Laboratory ID:** T242134-30

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**58.6**	5.00	mg/kg	EPA 6010b	
Chromium	**12.9**	2.00	mg/kg	EPA 6010b	
Cobalt	**3.89**	2.00	mg/kg	EPA 6010b	
Copper	**43.6**	5.00	mg/kg	EPA 6010b	
Lead	**20.8**	3.00	mg/kg	EPA 6010b	
Nickel	**9.55**	2.00	mg/kg	EPA 6010b	
Vanadium	**14.8**	5.00	mg/kg	EPA 6010b	
Zinc	**98.1**	5.00	mg/kg	EPA 6010b	

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Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Sample ID: S41 **Laboratory ID:** T242134-31

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**36.7**	5.00	mg/kg	EPA 6010b	
Chromium	**4.17**	2.00	mg/kg	EPA 6010b	
Cobalt	**2.71**	2.00	mg/kg	EPA 6010b	
Copper	**8.58**	5.00	mg/kg	EPA 6010b	
Lead	**7.25**	3.00	mg/kg	EPA 6010b	
Nickel	**3.13**	2.00	mg/kg	EPA 6010b	
Vanadium	**8.30**	5.00	mg/kg	EPA 6010b	
Zinc	**39.7**	5.00	mg/kg	EPA 6010b	

Sample ID: S42 **Laboratory ID:** T242134-32

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**92.1**	5.00	mg/kg	EPA 6010b	
Chromium	**9.84**	2.00	mg/kg	EPA 6010b	
Cobalt	**3.82**	2.00	mg/kg	EPA 6010b	
Copper	**13.0**	5.00	mg/kg	EPA 6010b	
Lead	**7.81**	3.00	mg/kg	EPA 6010b	
Nickel	**8.04**	2.00	mg/kg	EPA 6010b	
Vanadium	**18.2**	5.00	mg/kg	EPA 6010b	
Zinc	**39.8**	5.00	mg/kg	EPA 6010b	

Sample ID: S43 **Laboratory ID:** T242134-33

Analyte	Result	Reporting Limit	Units	Method	Notes
Barium	**72.4**	5.00	mg/kg	EPA 6010b	
Chromium	**8.57**	2.00	mg/kg	EPA 6010b	
Cobalt	**3.65**	2.00	mg/kg	EPA 6010b	
Copper	**16.4**	5.00	mg/kg	EPA 6010b	
Lead	**17.2**	3.00	mg/kg	EPA 6010b	
Nickel	**7.13**	2.00	mg/kg	EPA 6010b	
Vanadium	**15.2**	5.00	mg/kg	EPA 6010b	
Zinc	**53.8**	5.00	mg/kg	EPA 6010b	

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S11

T242134-01 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**35.5**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**7.08**	2.00	"	"	"	"	"	"	
Copper	**143**	5.00	"	"	"	"	"	"	
Lead	**229**	3.00	"	"	"	"	"	"	

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S12

T242134-02 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**4.10**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**5.78**	2.00	"	"	"	"	"	"	
Copper	**82.3**	5.00	"	"	"	"	"	"	
Lead	**128**	3.00	"	"	"	"	"	"	

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S13

T242134-03 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**15.0**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**6.20**	2.00	"	"	"	"	"	"	
Copper	**283**	5.00	"	"	"	"	"	"	
Lead	**430**	3.00	"	"	"	"	"	"	

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S14

T242134-04 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**390**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**12.8**	2.00	"	"	"	"	"	"	
Copper	**24700**	20.0	"	4	"	"	"	"	
Lead	**2350**	3.00	"	1	"	"	"	"	

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S15

T242134-05 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**16.2**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**9.21**	2.00	"	"	"	"	"	"	
Copper	**172**	5.00	"	"	"	"	"	"	
Lead	**169**	3.00	"	"	"	"	"	"	

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S16

T242134-06 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**7.49**	2.00	"	"	"	"	"	"	
Copper	**50.2**	5.00	"	"	"	"	"	"	
Lead	**319**	3.00	"	"	"	"	"	"	

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S17

T242134-07 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**36.3**	2.00	"	"	"	"	"	"	
Copper	**28.7**	5.00	"	"	"	"	"	"	
Lead	**13.4**	3.00	"	"	"	"	"	"	

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S18

T242134-08 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**5.33**	2.00	"	"	"	"	"	"	
Copper	**42.5**	5.00	"	"	"	"	"	"	
Lead	**92.0**	3.00	"	"	"	"	"	"	

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T242134-09 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**7.87**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**3.58**	2.00	"	"	"	"	"	"	
Copper	**84.2**	5.00	"	"	"	"	"	"	
Lead	**92.5**	3.00	"	"	"	"	"	"	

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S20

T242134-10 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**20.1**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**6.85**	2.00	"	"	"	"	"	"	
Copper	**434**	5.00	"	"	"	"	05/24/24	"	
Lead	**112**	3.00	"	"	"	"	05/24/24	"	

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S21

T242134-11 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**7.21**	2.00	"	"	"	"	"	"	
Copper	**40.3**	5.00	"	"	"	"	"	"	
Lead	**26.3**	3.00	"	"	"	"	"	"	

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T242134-12 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**2.39**	2.00	"	"	"	"	"	"	
Copper	**11.1**	5.00	"	"	"	"	05/24/24	"	
Lead	**3.38**	3.00	"	"	"	"	05/24/24	"	

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S23

T242134-13 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**6.53**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**26.5**	2.00	"	"	"	"	"	"	
Copper	**536**	5.00	"	"	"	"	"	"	
Lead	**95.0**	3.00	"	"	"	"	"	"	

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S24

T242134-14 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**6.21**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**81.6**	2.00	"	"	"	"	"	"	
Copper	**275**	5.00	"	"	"	"	"	"	
Lead	**124**	3.00	"	"	"	"	"	"	

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T242134-15 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**37.9**	2.00	"	"	"	"	"	"	
Copper	**194**	5.00	"	"	"	"	05/24/24	"	
Lead	**224**	3.00	"	"	"	"	05/24/24	"	

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S26

T242134-16 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**10.0**	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**55.3**	2.00	"	"	"	"	"	"	
Copper	**180**	5.00	"	"	"	"	"	"	
Lead	**171**	3.00	"	"	"	"	"	"	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-17 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**32.1**	2.00	"	"	"	"	05/24/24	"	
Copper	**1740**	5.00	"	"	"	"	05/24/24	"	
Lead	**23.6**	3.00	"	"	"	"	05/24/24	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

S28

T242134-18 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Cobalt	**104**	2.00	"	"	"	"	"	"	
Copper	**227**	5.00	"	"	"	"	"	"	
Lead	**50.0**	3.00	"	"	"	"	"	"	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

S29

T242134-19 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**25.8**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	05/24/24	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**2.61**	2.00	"	"	"	"	"	"	
Cobalt	ND	2.00	"	"	"	"	"	"	
Copper	**6.40**	5.00	"	"	"	"	"	"	
Lead	**3.75**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	ND	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	ND	5.00	"	"	"	"	"	"	
Zinc	**32.1**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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Joann Marroquin

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Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-20 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0356	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**53.5**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	"	"	
Chromium	**5.61**	2.00	"	"	"	"	"	"	
Cobalt	**13.3**	2.00	"	"	"	"	"	"	
Copper	**18.3**	5.00	"	"	"	"	"	"	
Lead	**8.42**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**4.21**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**12.1**	5.00	"	"	"	"	"	"	
Zinc	**53.7**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-21 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**478**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	"	"	
Chromium	**18.1**	2.00	"	"	"	"	"	"	
Cobalt	**3.81**	2.00	"	"	"	"	"	"	
Copper	**58.9**	5.00	"	"	"	"	"	"	
Lead	**36.0**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**10.8**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**23.9**	5.00	"	"	"	"	"	"	
Zinc	**65.3**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-22 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**60.3**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	05/24/24	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**7.88**	2.00	"	"	"	"	"	"	
Cobalt	**2.81**	2.00	"	"	"	"	"	"	
Copper	**12.1**	5.00	"	"	"	"	"	"	
Lead	**13.9**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**6.25**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**12.9**	5.00	"	"	"	"	"	"	
Zinc	**89.2**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-23 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**64.1**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	"	"	
Chromium	**13.2**	2.00	"	"	"	"	"	"	
Cobalt	**4.62**	2.00	"	"	"	"	"	"	
Copper	**371**	5.00	"	"	"	"	"	"	
Lead	**71.8**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**13.8**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**17.0**	5.00	"	"	"	"	"	"	
Zinc	**150**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-24 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**106**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	05/24/24	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**15.5**	2.00	"	"	"	"	"	"	
Cobalt	**4.02**	2.00	"	"	"	"	"	"	
Copper	**26.6**	5.00	"	"	"	"	"	"	
Lead	**17.0**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**7.22**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**14.0**	5.00	"	"	"	"	"	"	
Zinc	**109**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

S35

T242134-25 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**84.0**	5.00	"	"	"	"	05/24/24	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**10.0**	2.00	"	"	"	"	05/24/24	"	
Cobalt	**13.3**	2.00	"	"	"	"	05/24/24	"	
Copper	**22.9**	5.00	"	"	"	"	05/24/24	"	
Lead	**40.0**	3.00	"	"	"	"	05/24/24	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**9.24**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	05/24/24	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**14.2**	5.00	"	"	"	"	"	"	
Zinc	**159**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-26 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**82.7**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	"	"	
Chromium	**13.2**	2.00	"	"	"	"	"	"	
Cobalt	**8.08**	2.00	"	"	"	"	"	"	
Copper	**64.2**	5.00	"	"	"	"	"	"	
Lead	**58.5**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**13.7**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**22.4**	5.00	"	"	"	"	"	"	
Zinc	**286**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-27 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**64.1**	5.00	"	"	"	"	05/24/24	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**15.2**	2.00	"	"	"	"	05/24/24	"	
Cobalt	**4.82**	2.00	"	"	"	"	05/24/24	"	
Copper	**58.5**	5.00	"	"	"	"	05/24/24	"	
Lead	**36.2**	3.00	"	"	"	"	05/24/24	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**13.6**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	05/24/24	"	
Thallium	ND	5.00	"	"	"	"	05/24/24	"	
Vanadium	**20.3**	5.00	"	"	"	"	05/24/24	"	
Zinc	**103**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-28 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**129**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	"	"	
Chromium	**8.02**	2.00	"	"	"	"	"	"	
Cobalt	**3.41**	2.00	"	"	"	"	"	"	
Copper	**14.1**	5.00	"	"	"	"	"	"	
Lead	**15.4**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**5.42**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**15.3**	5.00	"	"	"	"	"	"	
Zinc	**46.7**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

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T242134-29 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**86.3**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	05/24/24	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**9.36**	2.00	"	"	"	"	"	"	
Cobalt	**3.18**	2.00	"	"	"	"	"	"	
Copper	**19.4**	5.00	"	"	"	"	"	"	
Lead	**208**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**5.66**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**13.6**	5.00	"	"	"	"	"	"	
Zinc	**91.0**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	**0.12**	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

SunStar Laboratories, Inc.

Joann Marroquin, Director of Operations

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Providing Quality Analytical Services Nationwide

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

S40

T242134-30 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**58.6**	5.00	"	"	"	"	05/24/24	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**12.9**	2.00	"	"	"	"	05/24/24	"	
Cobalt	**3.89**	2.00	"	"	"	"	05/24/24	"	
Copper	**43.6**	5.00	"	"	"	"	05/24/24	"	
Lead	**20.8**	3.00	"	"	"	"	05/24/24	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**9.55**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	05/24/24	"	
Thallium	ND	5.00	"	"	"	"	05/24/24	"	
Vanadium	**14.8**	5.00	"	"	"	"	05/24/24	"	
Zinc	**98.1**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

S41

T242134-31 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**36.7**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	"	"	
Chromium	**4.17**	2.00	"	"	"	"	"	"	
Cobalt	**2.71**	2.00	"	"	"	"	"	"	
Copper	**8.58**	5.00	"	"	"	"	"	"	
Lead	**7.25**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**3.13**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**8.30**	5.00	"	"	"	"	"	"	
Zinc	**39.7**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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Joann Marroquin

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Lake Forest, California 92630
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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

S42

T242134-32 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**92.1**	5.00	"	"	"	"	05/24/24	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	05/24/24	"	
Chromium	**9.84**	2.00	"	"	"	"	05/24/24	"	
Cobalt	**3.82**	2.00	"	"	"	"	05/24/24	"	
Copper	**13.0**	5.00	"	"	"	"	05/24/24	"	
Lead	**7.81**	3.00	"	"	"	"	05/24/24	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**8.04**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	05/24/24	"	
Thallium	ND	5.00	"	"	"	"	05/24/24	"	
Vanadium	**18.2**	5.00	"	"	"	"	05/24/24	"	
Zinc	**39.8**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

SunStar Laboratories, Inc.

Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

S43

T242134-33 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24E0360	05/22/24	05/24/24	EPA 6010b	
Arsenic	ND	2.00	"	"	"	"	"	"	
Barium	**72.4**	5.00	"	"	"	"	"	"	
Beryllium	ND	1.00	"	"	"	"	"	"	
Cadmium	ND	2.00	"	"	"	"	"	"	
Chromium	**8.57**	2.00	"	"	"	"	"	"	
Cobalt	**3.65**	2.00	"	"	"	"	"	"	
Copper	**16.4**	5.00	"	"	"	"	"	"	
Lead	**17.2**	3.00	"	"	"	"	"	"	
Molybdenum	ND	5.00	"	"	"	"	"	"	
Nickel	**7.13**	2.00	"	"	"	"	"	"	
Selenium	ND	5.00	"	"	"	"	"	"	
Silver	ND	2.00	"	"	"	"	"	"	
Thallium	ND	5.00	"	"	"	"	"	"	
Vanadium	**15.2**	5.00	"	"	"	"	"	"	
Zinc	**53.8**	5.00	"	"	"	"	"	"	
Cold Vapor Extraction EPA 7470/7471									
Mercury	ND	0.10	mg/kg	1	24E0340	05/21/24	05/29/24	EPA 7471A Soil	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24E0356 - EPA 3050B										
Blank (24E0356-BLK1)				Prepared: 05/22/24 Analyzed: 05/24/24						
Antimony	ND	4.00	mg/kg							
Arsenic	ND	2.00	"							
Barium	ND	5.00	"							
Beryllium	ND	1.00	"							
Cadmium	ND	2.00	"							
Chromium	ND	2.00	"							
Cobalt	ND	2.00	"							
Copper	ND	5.00	"							
Lead	ND	3.00	"							
Molybdenum	ND	5.00	"							
Nickel	ND	2.00	"							
Selenium	ND	5.00	"							
Silver	ND	2.00	"							
Thallium	ND	5.00	"							
Vanadium	ND	5.00	"							
Zinc	ND	5.00	"							
LCS (24E0356-BS1)				Prepared: 05/22/24 Analyzed: 05/24/24						
Arsenic	92.0	2.00	mg/kg	100		92.0	80-120			
Barium	95.0	5.00	"	100		95.0	80-120			
Cadmium	97.0	2.00	"	100		97.0	80-120			
Chromium	93.5	2.00	"	100		93.5	80-120			
Lead	94.4	3.00	"	100		94.4	80-120			
Matrix Spike (24E0356-MS1)	**Source: T242134-01**			Prepared: 05/22/24 Analyzed: 05/24/24						
Arsenic	83.8	2.00	mg/kg	100	ND	83.8	75-125			
Barium	124	5.00	"	100	54.6	69.9	75-125			QM-07
Cadmium	88.7	2.00	"	100	2.80	85.9	75-125			
Chromium	229	2.00	"	100	340	NR	75-125			QM-07
Lead	259	3.00	"	100	229	29.7	75-125			QM-07

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24E0356 - EPA 3050B										
Matrix Spike Dup (24E0356-MSD1)	**Source: T242134-01**			Prepared: 05/22/24 Analyzed: 05/24/24						
Arsenic	86.1	2.00	mg/kg	100	ND	86.1	75-125	2.70	20	
Barium	143	5.00	"	100	54.6	88.0	75-125	13.6	20	
Cadmium	91.0	2.00	"	100	2.80	88.2	75-125	2.55	20	
Chromium	264	2.00	"	100	340	NR	75-125	14.1	20	QM-07
Lead	305	3.00	"	100	229	75.7	75-125	16.3	20	
Batch 24E0360 - EPA 3050B										
Blank (24E0360-BLK1)				Prepared: 05/22/24 Analyzed: 05/24/24						
Antimony	ND	4.00	mg/kg							
Arsenic	ND	2.00	"							
Barium	ND	5.00	"							
Beryllium	ND	1.00	"							
Cadmium	ND	2.00	"							
Chromium	ND	2.00	"							
Cobalt	ND	2.00	"							
Copper	ND	5.00	"							
Lead	ND	3.00	"							
Molybdenum	ND	5.00	"							
Nickel	ND	2.00	"							
Selenium	ND	5.00	"							
Silver	ND	2.00	"							
Thallium	ND	5.00	"							
Vanadium	ND	5.00	"							
Zinc	ND	5.00	"							
LCS (24E0360-BS1)				Prepared: 05/22/24 Analyzed: 05/24/24						
Arsenic	99.5	2.00	mg/kg	100		99.5	80-120			
Barium	103	5.00	"	100		103	80-120			
Cadmium	104	2.00	"	100		104	80-120			
Chromium	101	2.00	"	100		101	80-120			
Lead	103	3.00	"	100		103	80-120			

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24E0360 - EPA 3050B										
Matrix Spike (24E0360-MS1)	**Source: T242134-21**			Prepared: 05/22/24 Analyzed: 05/24/24						
Arsenic	79.7	2.00	mg/kg	100	ND	79.7	75-125			
Barium	326	5.00	"	100	478	NR	75-125			QM-07
Cadmium	82.2	2.00	"	100	0.797	81.4	75-125			
Chromium	93.5	2.00	"	100	18.1	75.4	75-125			
Lead	120	3.00	"	100	36.0	83.6	75-125			
Matrix Spike Dup (24E0360-MSD1)	**Source: T242134-21**			Prepared: 05/22/24 Analyzed: 05/24/24						
Arsenic	83.5	2.00	mg/kg	100	ND	83.5	75-125	4.76	20	
Barium	424	5.00	"	100	478	NR	75-125	26.3	20	QM-07
Cadmium	85.3	2.00	"	100	0.797	84.5	75-125	3.69	20	
Chromium	102	2.00	"	100	18.1	84.0	75-125	8.80	20	
Lead	120	3.00	"	100	36.0	84.1	75-125	0.467	20	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Cold Vapor Extraction EPA 7470/7471 - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24E0340 - EPA 7471A Soil										
Blank (24E0340-BLK1)				Prepared: 05/21/24 Analyzed: 05/29/24						
Mercury	ND	0.10	mg/kg							
LCS (24E0340-BS1)				Prepared: 05/21/24 Analyzed: 05/29/24						
Mercury	0.366	0.10	mg/kg	0.391		93.6	80-120			
Matrix Spike (24E0340-MS1)	**Source: T242118-01**			Prepared: 05/21/24 Analyzed: 05/29/24						
Mercury	0.332	0.10	mg/kg	0.385	ND	86.4	80-120			
Matrix Spike Dup (24E0340-MSD1)	**Source: T242118-01**			Prepared: 05/21/24 Analyzed: 05/29/24						
Mercury	0.348	0.10	mg/kg	0.397	ND	87.8	80-120	4.63	20	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	05/30/24 15:43

Notes and Definitions

QM-07	The spike recovery and/or RPD was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

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SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO BOX 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax: (916) 677-1471
Project Manager: JOE BRUSCA

Date: 5/20/24 Page: 1 Of 3
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: TZ42134 EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + COBALT	6010 COPPER AND LEAD			Comments/Preservative	Total # of containers
01	S11	5/20/24		SOIL	JAR											X	X				
02	S12															X	X				
03	S13															X	X				
04	S14															X	X				
05	S15															X	X				
06	S16															X	X				
07	S17															X	X				
08	S18															X	X				
09	S19															X	X				
10	S20															X	X				
11	S21															X	X				
12	S22															X	X				
13	S23															X	X				
14	S24															X	X				
15	S25															X	X				

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
[signature]	5/21/24 10:25	[signature] Stevens	5/21/24; 1025
[signature] Stevens	5/21/2024; 1545	GLS/Joe	
GLS		[signature]	5-22-24 9:30

Total # of containers: 8
Chain of Custody seals Y/N/NA: Y
Seals intact? Y/N/NA: Y
Received good condition/cold: 5.9°C

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ____ Return to client ____ Pickup ____

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO BOX 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax: (916) 677-1471
Project Manager: JOE BRUSCA

Date: 5/20/24 Page: 2 Of 3
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + COBALT	6010 COPPER + LEAD			Comments/Preservative	Total # of containers
16	S26	5/20/24		SOIL	JAR											X	X				
17	S27															X	X				
18	S28															X	X				
19	S29													X							
20	S30													X							
21	S31													X							
22	S32													X							
23	S33													X							
24	S34													X							
25	S35													X							
26	S36													X							
27	S37													X							
28	S38													X							
29	S39													X							
30	S40													X							

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
	5/21/24; 10:25	Ed Stevens	5/21/24 1025
Ed Stevens	5/21/2024; 1545	GLS/Joe	
GLS	5-22-24 9:30		5-22-24 9:30

Total # of containers: 8
Chain of Custody seals Y/N/NA: Y
Seals intact? Y/N/NA: Y
Received good condition/cold: 5.9°C

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ___ Return to client ___ Pickup ___

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO BOX 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax: (916) 677-1471
Project Manager:

Date: 5/20/24 Page: 3 Of 3
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals					Comments/Preservative	Total # of containers
91	S41	5/20/24		SOIL	JAR									X							
92	S42	"		"	"									X							
93	S43	"		"	"									X							

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
	5/21/24 10:25	Ed Stevens	5/21/24 1025
Ed Stevens	5/21/2024 15:45	GLS/Joe	
GLS	5-22-24 9:30		5-22-24

Total # of containers
Chain of Custody seals Y/N/NA Y
Seals intact? Y/N/NA Y
Received good condition/cold 5.9°C

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ____ Return to client ____ Pickup ____

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

SAMPLE RECEIVING REVIEW SHEET

Batch/Work Order #: T242134

Client Name: Brusca Associates Project: Pacific Street Property

Delivered by: ☐ Client ☐ SunStar Courier ☒ GLS ☐ FedEx ☐ Other

If Courier, Received by: Date/Time Courier Received:

Lab Received by: Travis Date/Time Lab Received: 5/22/24 0930

Total number of coolers received: 1 Thermometer ID: SC-1 Calibration due: 11/17/2024

Temperature: Cooler #1	5.8 °C +/- the CF (+ 0.1°C)	=	5.9	°C corrected temperature
Temperature: Cooler #2	°C +/- the CF (+ 0.1°C)	=		°C corrected temperature
Temperature: Cooler #3	°C +/- the CF (+ 0.1°C)	=		°C corrected temperature

Temperature criteria = ≤ 6°C (no frozen containers)	Within criteria?	☒ **Yes** ☐ **No** ☐ **N/A**
If NO:		
Samples received on ice?	☐ Yes	☐ **No → Complete Non-Conformance Sheet**
If on ice, samples received same day collected?	☐ Yes → Acceptable	☐ **No → Complete Non-Conformance Sheet**

Custody seals intact on cooler/sample	☒ Yes	☐ No*	☐ N/A
Sample containers intact	☒ Yes	☐ No*	
Sample labels match Chain of Custody IDs	☒ Yes	☐ No*	
Total number of containers received match COC	☒ Yes	☐ No*	
Proper containers received for analyses requested on COC	☒ Yes	☐ No*	
Proper preservative indicated on COC/containers for analyses requested	☐ Yes	☐ No*	☒ N/A
Complete shipment received in good condition with correct temperatures, containers, labels, volumes preservatives and within method specified holding times	☒ **Yes**	☐ **No***	

* Complete Non-Conformance Receiving Sheet if checked

Cooler/Sample Review - Initials and date: BB 5/22/24

Comments:

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242134

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:
Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	05/30/24 17:00 (5 day TAT)		
Received By:	Travis Berner	Date Received:	05/22/24 09:30
Logged In By:	Jeff Lee	Date Logged In:	05/22/24 12:27

Samples Received at: **5.9°C**

Custody Seals	No	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirı	No		

Analysis	Due	TAT	Expires	Comments
T242134-01 S11 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-02 S12 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-03 S13 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-04 S14 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-05 S15 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-06 S16 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-07 S17 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-08 S18 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-09 S19 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

WORK ORDER

T242134

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T242134-10 S20 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-11 S21 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-12 S22 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-13 S23 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-14 S24 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-15 S25 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-16 S26 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-17 S27 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-18 S28 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-19 S29 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-20 S30 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-21 S31 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-22 S32 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-23 S33 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

WORK ORDER

T242134

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T242134-24 S34 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-25 S35 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-26 S36 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-27 S37 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-28 S38 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-29 S39 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-30 S40 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-31 S41 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-32 S42 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-33 S43 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only

Reviewed By

Date

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242134

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:

Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	05/30/24 17:00 (5 day TAT)		
Received By:	Travis Berner	Date Received:	05/22/24 09:30
Logged In By:	Jeff Lee	Date Logged In:	05/22/24 12:27

Samples Received at:	**5.9°C**		
Custody Seals	No	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirme	No		

Analysis	Due	TAT	Expires	Comments
T242134-01 S11 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-02 S12 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-03 S13 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-04 S14 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-05 S15 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-06 S16 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-07 S17 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-08 S18 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-09 S19 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242134

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T242134-10 S20 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-11 S21 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-12 S22 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-13 S23 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-14 S24 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-15 S25 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-16 S26 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-17 S27 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-18 S28 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Antimony, Cobalt, Copper, and Lead Only
T242134-19 S29 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-20 S30 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-21 S31 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-22 S32 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242134

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T242134-23 S33 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-24 S34 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-25 S35 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-26 S36 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-27 S37 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-28 S38 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-29 S39 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-30 S40 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-31 S41 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	
T242134-32 S42 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242134

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T242134-33 S43 [Soil] Sampled 05/20/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	05/30/24 15:00	5	11/16/24 00:00	Title 22 CAM17 Metals
6010 Title 22	05/30/24 15:00	5	11/16/24 00:00	

Analysis groups included in this work order

6010 Title 22

subgroup 6010B T22 7470/71 Hg

Reviewed By

Date

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

21 June 2024

Joe Brusca
Brusca Associates Inc.
PO Box 332
Roseville, CA 95661

RE: Pacific Street Property

Enclosed are the results of analyses for samples received by the laboratory on 06/19/24 10:37. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Joann Marroquin
Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S44	T242548-01	Soil	06/18/24 00:00	06/19/24 10:37
S45	T242548-02	Soil	06/18/24 00:00	06/19/24 10:37
S46	T242548-03	Soil	06/18/24 00:00	06/19/24 10:37
S47	T242548-04	Soil	06/18/24 00:00	06/19/24 10:37
S48	T242548-05	Soil	06/18/24 00:00	06/19/24 10:37
S49	T242548-06	Soil	06/18/24 00:00	06/19/24 10:37
S50	T242548-07	Soil	06/18/24 00:00	06/19/24 10:37
S51	T242548-08	Soil	06/18/24 00:00	06/19/24 10:37
S52	T242548-09	Soil	06/18/24 00:00	06/19/24 10:37
S53	T242548-10	Soil	06/18/24 00:00	06/19/24 10:37
S54	T242548-11	Soil	06/18/24 00:00	06/19/24 10:37
S55	T242548-12	Soil	06/18/24 00:00	06/19/24 10:37
S56	T242548-13	Soil	06/18/24 00:00	06/19/24 10:37
S57	T242548-14	Soil	06/18/24 00:00	06/19/24 10:37
S58	T242548-15	Soil	06/18/24 00:00	06/19/24 10:37
S59	T242548-16	Soil	06/18/24 00:00	06/19/24 10:37
S60	T242548-17	Soil	06/18/24 00:00	06/19/24 10:37
S61	T242548-18	Soil	06/18/24 00:00	06/19/24 10:37

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

DETECTIONS SUMMARY

Sample ID: S44 **Laboratory ID:** T242548-01

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**3.92**	2.00	mg/kg	EPA 6010b	
Copper	**30.5**	5.00	mg/kg	EPA 6010b	
Lead	**557**	3.00	mg/kg	EPA 6010b	

Sample ID: S45 **Laboratory ID:** T242548-02

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**12.3**	4.00	mg/kg	EPA 6010b	
Cobalt	**3.13**	2.00	mg/kg	EPA 6010b	
Copper	**23.4**	5.00	mg/kg	EPA 6010b	
Lead	**60.7**	3.00	mg/kg	EPA 6010b	

Sample ID: S46 **Laboratory ID:** T242548-03

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**4.20**	4.00	mg/kg	EPA 6010b	
Cobalt	**4.15**	2.00	mg/kg	EPA 6010b	
Copper	**34.9**	5.00	mg/kg	EPA 6010b	
Lead	**66.4**	3.00	mg/kg	EPA 6010b	

Sample ID: S47 **Laboratory ID:** T242548-04

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**4.43**	4.00	mg/kg	EPA 6010b	
Cobalt	**7.63**	2.00	mg/kg	EPA 6010b	
Copper	**305**	5.00	mg/kg	EPA 6010b	
Lead	**60.6**	3.00	mg/kg	EPA 6010b	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

Sample ID: S48 **Laboratory ID:** T242548-05

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**8.00**	2.00	mg/kg	EPA 6010b	
Copper	**15.9**	5.00	mg/kg	EPA 6010b	
Lead	**28.7**	3.00	mg/kg	EPA 6010b	

Sample ID: S49 **Laboratory ID:** T242548-06

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**6.87**	2.00	mg/kg	EPA 6010b	
Copper	**20.2**	5.00	mg/kg	EPA 6010b	
Lead	**25.3**	3.00	mg/kg	EPA 6010b	

Sample ID: S50 **Laboratory ID:** T242548-07

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**3.87**	2.00	mg/kg	EPA 6010b	
Copper	**14.1**	5.00	mg/kg	EPA 6010b	
Lead	**7.89**	3.00	mg/kg	EPA 6010b	

Sample ID: S51 **Laboratory ID:** T242548-08

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**15.0**	4.00	mg/kg	EPA 6010b	
Cobalt	**5.98**	2.00	mg/kg	EPA 6010b	
Copper	**40.4**	5.00	mg/kg	EPA 6010b	
Lead	**157**	3.00	mg/kg	EPA 6010b	

Sample ID: S52 **Laboratory ID:** T242548-09

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**7.52**	4.00	mg/kg	EPA 6010b	
Cobalt	**15.8**	2.00	mg/kg	EPA 6010b	
Copper	**450**	5.00	mg/kg	EPA 6010b	
Lead	**105**	3.00	mg/kg	EPA 6010b	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

Sample ID: S53 **Laboratory ID:** T242548-10

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**10.1**	4.00	mg/kg	EPA 6010b	
Cobalt	**14.4**	2.00	mg/kg	EPA 6010b	
Copper	**356**	5.00	mg/kg	EPA 6010b	
Lead	**197**	3.00	mg/kg	EPA 6010b	

Sample ID: S54 **Laboratory ID:** T242548-11

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**10.8**	2.00	mg/kg	EPA 6010b	
Copper	**532**	5.00	mg/kg	EPA 6010b	
Lead	**65.9**	3.00	mg/kg	EPA 6010b	

Sample ID: S55 **Laboratory ID:** T242548-12

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**4.66**	2.00	mg/kg	EPA 6010b	
Copper	**41.7**	5.00	mg/kg	EPA 6010b	
Lead	**50.6**	3.00	mg/kg	EPA 6010b	

Sample ID: S56 **Laboratory ID:** T242548-13

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**33.8**	2.00	mg/kg	EPA 6010b	
Copper	**128**	5.00	mg/kg	EPA 6010b	
Lead	**55.5**	3.00	mg/kg	EPA 6010b	

Sample ID: S57 **Laboratory ID:** T242548-14

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**179**	2.00	mg/kg	EPA 6010b	
Copper	**98.3**	5.00	mg/kg	EPA 6010b	
Lead	**26.4**	3.00	mg/kg	EPA 6010b	

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Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

Sample ID: S58 **Laboratory ID:** T242548-15

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**10.7**	2.00	mg/kg	EPA 6010b	
Copper	**29.5**	5.00	mg/kg	EPA 6010b	
Lead	**9.98**	3.00	mg/kg	EPA 6010b	

Sample ID: S59 **Laboratory ID:** T242548-16

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**6.16**	2.00	mg/kg	EPA 6010b	
Copper	**32.7**	5.00	mg/kg	EPA 6010b	
Lead	**423**	3.00	mg/kg	EPA 6010b	

Sample ID: S60 **Laboratory ID:** T242548-17

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**3.59**	2.00	mg/kg	EPA 6010b	
Copper	**17.2**	5.00	mg/kg	EPA 6010b	
Lead	**29.7**	3.00	mg/kg	EPA 6010b	

Sample ID: S61 **Laboratory ID:** T242548-18

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**3.38**	2.00	mg/kg	EPA 6010b	
Copper	**13.4**	5.00	mg/kg	EPA 6010b	
Lead	**47.5**	3.00	mg/kg	EPA 6010b	

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S44

T242548-01 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**3.92**	2.00	"	"	"	"	"	"	
Copper	**30.5**	5.00	"	"	"	"	"	"	
Lead	**557**	3.00	"	"	"	"	"	"	

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S45

T242548-02 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**12.3**	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**3.13**	2.00	"	"	"	"	"	"	
Copper	**23.4**	5.00	"	"	"	"	"	"	
Lead	**60.7**	3.00	"	"	"	"	"	"	

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S46

T242548-03 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	**4.20**	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**4.15**	2.00	"	"	"	"	"	"	
Copper	**34.9**	5.00	"	"	"	"	"	"	
Lead	**66.4**	3.00	"	"	"	"	"	"	

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S47

T242548-04 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**4.43**	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**7.63**	2.00	"	"	"	"	"	"	
Copper	**305**	5.00	"	"	"	"	06/21/24	"	
Lead	**60.6**	3.00	"	"	"	"	06/21/24	"	

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S48

T242548-05 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**8.00**	2.00	"	"	"	"	"	"	
Copper	**15.9**	5.00	"	"	"	"	"	"	
Lead	**28.7**	3.00	"	"	"	"	"	"	

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S49

T242548-06 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**6.87**	2.00	"	"	"	"	"	"	
Copper	**20.2**	5.00	"	"	"	"	"	"	
Lead	**25.3**	3.00	"	"	"	"	"	"	

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S50

T242548-07 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**3.87**	2.00	"	"	"	"	"	"	
Copper	**14.1**	5.00	"	"	"	"	"	"	
Lead	**7.89**	3.00	"	"	"	"	"	"	

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S51

T242548-08 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**15.0**	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**5.98**	2.00	"	"	"	"	"	"	
Copper	**40.4**	5.00	"	"	"	"	"	"	
Lead	**157**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S52

T242548-09 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**7.52**	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**15.8**	2.00	"	"	"	"	"	"	
Copper	**450**	5.00	"	"	"	"	"	"	
Lead	**105**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S53

T242548-10 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**10.1**	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**14.4**	2.00	"	"	"	"	"	"	
Copper	**356**	5.00	"	"	"	"	"	"	
Lead	**197**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S54

T242548-11 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**10.8**	2.00	"	"	"	"	"	"	
Copper	**532**	5.00	"	"	"	"	"	"	
Lead	**65.9**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S55

T242548-12 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**4.66**	2.00	"	"	"	"	"	"	
Copper	**41.7**	5.00	"	"	"	"	06/21/24	"	
Lead	**50.6**	3.00	"	"	"	"	06/21/24	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S56

T242548-13 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**33.8**	2.00	"	"	"	"	"	"	
Copper	**128**	5.00	"	"	"	"	"	"	
Lead	**55.5**	3.00	"	"	"	"	"	"	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S57

T242548-14 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**179**	2.00	"	"	"	"	"	"	
Copper	**98.3**	5.00	"	"	"	"	"	"	
Lead	**26.4**	3.00	"	"	"	"	"	"	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S58

T242548-15 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**10.7**	2.00	"	"	"	"	"	"	
Copper	**29.5**	5.00	"	"	"	"	"	"	
Lead	**9.98**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Providing Quality Analytical Services Nationwide

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S59

T242548-16 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**6.16**	2.00	"	"	"	"	"	"	
Copper	**32.7**	5.00	"	"	"	"	"	"	
Lead	**423**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S60

T242548-17 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**3.59**	2.00	"	"	"	"	"	"	
Copper	**17.2**	5.00	"	"	"	"	"	"	
Lead	**29.7**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

S61

T242548-18 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24F0312	06/19/24	06/21/24	EPA 6010b	
Cobalt	**3.38**	2.00	"	"	"	"	"	"	
Copper	**13.4**	5.00	"	"	"	"	"	"	
Lead	**47.5**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24F0312 - EPA 3050B										
Blank (24F0312-BLK1)				Prepared: 06/19/24 Analyzed: 06/21/24						
Antimony	ND	4.00	mg/kg							
Cobalt	ND	2.00	"							
Copper	ND	5.00	"							
Lead	ND	3.00	"							
LCS (24F0312-BS1)				Prepared: 06/19/24 Analyzed: 06/21/24						
Lead	106	3.00	mg/kg	100		106	80-120			
Matrix Spike (24F0312-MS1)	**Source: T242548-01**			Prepared: 06/19/24 Analyzed: 06/21/24						
Lead	397	3.00	mg/kg	100	557	NR	75-125			QM-07
Matrix Spike Dup (24F0312-MSD1)	**Source: T242548-01**			Prepared: 06/19/24 Analyzed: 06/21/24						
Lead	540	3.00	mg/kg	100	557	NR	75-125	30.5	20	QM-07

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	06/21/24 16:11

Notes and Definitions

QM-07	The spike recovery and/or RPD was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

SunStar Laboratories, Inc.

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Joann Marroquin

Joann Marroquin, Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
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949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO BOX 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax:
Project Manager: JOE BRUSCA

Date: 6/19/24 Page: 1 Of 2
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: T242548 EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + COBALT	6010 COPPER + LEAD			Comments/Preservative	Total # of containers
01	S44	6/19/24		SOIL	JAR											X	X				
02	S45															X	X				
03	S46															X	X				
04	S47															X	X				
05	S48															X	X				
06	S49															X	X				
07	S50															X	X				
08	S51															X	X				
09	S52															X	X				
10	S53															X	X				
11	S54															X	X				
12	S55															X	X				
13	S56															X	X				
14	S57															X	X				
15	S58															X	X				

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
[signature]	6/19/24 12:10	Ed Stevens	6/18/24 1210
Ed Stevens	6/18/2024 1545	GLS/Joe	
GLS		[signature]	6/19/24 10:37

Total # of containers
Chain of Custody seals Y/N/NA Y
Seals intact? Y/N/NA Y
Received good condition/cold 4.8°C

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ___ Return to client ___ Pickup ___

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO Box 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax:
Project Manager: JOE BRUSCA

Date: 6/18/24 Page: 2 Of 2
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: T242548 EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + COBALT	6010 COPPER + LEAD			Comments/Preservative	Total # of containers
16	SS59	6/19/24		SOIL	JAR											X	X				
17	SS60	"		"	"											X	X				
18	SS61	"		"	"											X	X				

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
	6/19/24; 12:10	Ed Stevens	6/18/24; 1210
Ed Stevens	6/18/2024; 1545	GLS/Joe	
GLS		Pat Dunn	6/19/24 10:37

Total # of containers
Chain of Custody seals Y/N/NA: Y
Seals intact? Y/N/NA: Y
Received good condition/cold: 4.8°C

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ___ Return to client ___ Pickup ___

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

SAMPLE RECEIVING REVIEW SHEET

Batch/Work Order #: T242548

Client Name: Brusca Project: Pacific Street Property

Delivered by: ☐ Client ☐ SunStar Courier ☑ GLS ☐ FedEx ☐ Other

If Courier, Received by: _____ Date/Time Courier Received: _____

Lab Received by: Paul Date/Time Lab Received: 6/19/24 10:37

Total number of coolers received: 1 Thermometer ID: SC-1 Calibration due: 11/17/2024

Temperature: Cooler #1	4.7 °C +/- the CF (+ 0.1°C) =	4.8 °C	corrected temperature
Temperature: Cooler #2	°C +/- the CF (+ 0.1°C) =	°C	corrected temperature
Temperature: Cooler #3	°C +/- the CF (+ 0.1°C) =	°C	corrected temperature
Temperature criteria = ≤ 6°C (no frozen containers)	Within criteria?	☑ **Yes** ☐ **No** ☐ **N/A**	
If NO:			
Samples received on ice?	☐ Yes	☐ **No → Complete Non-Conformance Sheet**	
If on ice, samples received same day collected?	☐ Yes → Acceptable	☐ **No → Complete Non-Conformance Sheet**	

Custody seals intact on cooler/sample	☑ Yes	☐ No*	☐ N/A
Sample containers intact	☑ Yes	☐ No*	
Sample labels match Chain of Custody IDs	☑ Yes	☐ No*	
Total number of containers received match COC	☑ Yes	☐ No*	
Proper containers received for analyses requested on COC	☑ Yes	☐ No*	
Proper preservative indicated on COC/containers for analyses requested	☐ Yes	☐ No*	☑ N/A
Complete shipment received in good condition with correct temperatures, containers, labels, volumes preservatives and within method specified holding times	☑ **Yes**	☐ **No***	

* Complete Non-Conformance Receiving Sheet if checked

Cooler/Sample Review - Initials and date: PB 6/19/24

Comments:

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242548

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:

Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	06/26/24 17:00 (5 day TAT)		
Received By:	Paul Berner	Date Received:	06/19/24 10:37
Logged In By:	Steven Garcia	Date Logged In:	06/19/24 11:16

Samples Received at:	**4.8°C**		
Custody Seals	No	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirme	No		

Analysis	Due	TAT	Expires	Comments
T242548-01 S44 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-02 S45 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-03 S46 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-04 S47 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-05 S48 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-06 S49 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-07 S50 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-08 S51 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-09 S52 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242548

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T242548-10 S53 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-11 S54 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-12 S55 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-13 S56 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-14 S57 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-15 S58 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-16 S59 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-17 S60 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb
T242548-18 S61 [Soil] Sampled 06/18/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	06/26/24 15:00	5	12/15/24 00:00	Sb, Co, Cu and Pb

Reviewed By

Date

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

19 July 2024

Joe Brusca
Brusca Associates Inc.
PO Box 332
Roseville, CA 95661

RE: Pacific Street Property

Enclosed are the results of analyses for samples received by the laboratory on 07/17/24 11:00. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Joann Marroquin
Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S62	T242945-01	Soil	07/15/24 00:00	07/17/24 11:00
S63	T242945-02	Soil	07/15/24 00:00	07/17/24 11:00
S64	T242945-03	Soil	07/15/24 00:00	07/17/24 11:00
S65	T242945-04	Soil	07/15/24 00:00	07/17/24 11:00
S66	T242945-05	Soil	07/15/24 00:00	07/17/24 11:00
S67	T242945-06	Soil	07/15/24 00:00	07/17/24 11:00
S68	T242945-07	Soil	07/15/24 00:00	07/17/24 11:00
S69	T242945-08	Soil	07/15/24 00:00	07/17/24 11:00
S70	T242945-09	Soil	07/15/24 00:00	07/17/24 11:00
S71	T242945-10	Soil	07/15/24 00:00	07/17/24 11:00
S72	T242945-11	Soil	07/15/24 00:00	07/17/24 11:00
S73	T242945-12	Soil	07/15/24 00:00	07/17/24 11:00
S74	T242945-13	Soil	07/15/24 00:00	07/17/24 11:00

SunStar Laboratories, Inc.

Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

DETECTIONS SUMMARY

Sample ID: S62 **Laboratory ID:** T242945-01

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**5.73**	2.00	mg/kg	EPA 6010b	
Copper	**9.92**	5.00	mg/kg	EPA 6010b	
Lead	**6.10**	3.00	mg/kg	EPA 6010b	

Sample ID: S63 **Laboratory ID:** T242945-02

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**2.82**	2.00	mg/kg	EPA 6010b	
Copper	**14.0**	5.00	mg/kg	EPA 6010b	
Lead	**30.7**	3.00	mg/kg	EPA 6010b	

Sample ID: S64 **Laboratory ID:** T242945-03

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**7.31**	2.00	mg/kg	EPA 6010b	
Copper	**23.0**	5.00	mg/kg	EPA 6010b	
Lead	**76.7**	3.00	mg/kg	EPA 6010b	

Sample ID: S65 **Laboratory ID:** T242945-04

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**5.65**	2.00	mg/kg	EPA 6010b	
Copper	**39.9**	5.00	mg/kg	EPA 6010b	
Lead	**68.7**	3.00	mg/kg	EPA 6010b	

Sample ID: S66 **Laboratory ID:** T242945-05

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**3.38**	2.00	mg/kg	EPA 6010b	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

Sample ID: S66 **Laboratory ID:** T242945-05

Analyte	Result	Reporting Limit	Units	Method	Notes
Copper	**52.8**	5.00	mg/kg	EPA 6010b	
Lead	**83.3**	3.00	mg/kg	EPA 6010b	

Sample ID: S67 **Laboratory ID:** T242945-06

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**6.45**	4.00	mg/kg	EPA 6010b	
Cobalt	**6.48**	2.00	mg/kg	EPA 6010b	
Copper	**87.1**	5.00	mg/kg	EPA 6010b	
Lead	**180**	3.00	mg/kg	EPA 6010b	

Sample ID: S68 **Laboratory ID:** T242945-07

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**56.0**	4.00	mg/kg	EPA 6010b	
Cobalt	**11.8**	2.00	mg/kg	EPA 6010b	
Copper	**253**	5.00	mg/kg	EPA 6010b	
Lead	**451**	3.00	mg/kg	EPA 6010b	

Sample ID: S69 **Laboratory ID:** T242945-08

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**4.99**	4.00	mg/kg	EPA 6010b	
Cobalt	**7.16**	2.00	mg/kg	EPA 6010b	
Copper	**76.9**	5.00	mg/kg	EPA 6010b	
Lead	**73.6**	3.00	mg/kg	EPA 6010b	

Sample ID: S70 **Laboratory ID:** T242945-09

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**17.9**	2.00	mg/kg	EPA 6010b	
Copper	**110**	5.00	mg/kg	EPA 6010b	
Lead	**161**	3.00	mg/kg	EPA 6010b	

SunStar Laboratories, Inc.

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

Sample ID: S71 **Laboratory ID:** T242945-10

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**10.4**	4.00	mg/kg	EPA 6010b	
Cobalt	**118**	2.00	mg/kg	EPA 6010b	
Copper	**94.9**	5.00	mg/kg	EPA 6010b	
Lead	**22.2**	3.00	mg/kg	EPA 6010b	

Sample ID: S72 **Laboratory ID:** T242945-11

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**9.16**	2.00	mg/kg	EPA 6010b	
Copper	**40.1**	5.00	mg/kg	EPA 6010b	
Lead	**9.68**	3.00	mg/kg	EPA 6010b	

Sample ID: S73 **Laboratory ID:** T242945-12

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**4.18**	2.00	mg/kg	EPA 6010b	
Copper	**14.2**	5.00	mg/kg	EPA 6010b	
Lead	**14.4**	3.00	mg/kg	EPA 6010b	

Sample ID: S74 **Laboratory ID:** T242945-13

Analyte	Result	Reporting Limit	Units	Method	Notes
Lead	**4.67**	3.00	mg/kg	EPA 6010b	

SunStar Laboratories, Inc.

Joann Marroquin, Director of Operations

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Providing Quality Analytical Services Nationwide

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S62

T242945-01 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**5.73**	2.00	"	"	"	"	"	"	
Copper	**9.92**	5.00	"	"	"	"	"	"	
Lead	**6.10**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S63

T242945-02 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**2.82**	2.00	"	"	"	"	"	"	
Copper	**14.0**	5.00	"	"	"	"	"	"	
Lead	**30.7**	3.00	"	"	"	"	"	"	

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Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S64

T242945-03 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**7.31**	2.00	"	"	"	"	"	"	
Copper	**23.0**	5.00	"	"	"	"	"	"	
Lead	**76.7**	3.00	"	"	"	"	"	"	

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Joann Marroquin

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S65

T242945-04 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**5.65**	2.00	"	"	"	"	"	"	
Copper	**39.9**	5.00	"	"	"	"	"	"	
Lead	**68.7**	3.00	"	"	"	"	"	"	

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Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S66

T242945-05 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**3.38**	2.00	"	"	"	"	"	"	
Copper	**52.8**	5.00	"	"	"	"	"	"	
Lead	**83.3**	3.00	"	"	"	"	"	"	

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Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S67

T242945-06 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**6.45**	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**6.48**	2.00	"	"	"	"	"	"	
Copper	**87.1**	5.00	"	"	"	"	"	"	
Lead	**180**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S68

T242945-07 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**56.0**	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**11.8**	2.00	"	"	"	"	"	"	
Copper	**253**	5.00	"	"	"	"	"	"	
Lead	**451**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S69

T242945-08 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**4.99**	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**7.16**	2.00	"	"	"	"	"	"	
Copper	**76.9**	5.00	"	"	"	"	07/18/24	"	
Lead	**73.6**	3.00	"	"	"	"	07/18/24	"	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S70

T242945-09 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**17.9**	2.00	"	"	"	"	"	"	
Copper	**110**	5.00	"	"	"	"	"	"	
Lead	**161**	3.00	"	"	"	"	"	"	

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Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S71

T242945-10 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**10.4**	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**118**	2.00	"	"	"	"	"	"	
Copper	**94.9**	5.00	"	"	"	"	"	"	
Lead	**22.2**	3.00	"	"	"	"	"	"	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S72

T242945-11 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**9.16**	2.00	"	"	"	"	"	"	
Copper	**40.1**	5.00	"	"	"	"	"	"	
Lead	**9.68**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S73

T242945-12 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	**4.18**	2.00	"	"	"	"	"	"	
Copper	**14.2**	5.00	"	"	"	"	"	"	
Lead	**14.4**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

S74

T242945-13 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24G0303	07/17/24	07/18/24	EPA 6010b	
Cobalt	ND	2.00	"	"	"	"	"	"	
Copper	ND	5.00	"	"	"	"	07/18/24	"	
Lead	**4.67**	3.00	"	"	"	"	07/18/24	"	

SunStar Laboratories, Inc.

Joann Marroquin

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24G0303 - EPA 3050B										
Blank (24G0303-BLK1)				Prepared: 07/17/24 Analyzed: 07/18/24						
Antimony	ND	4.00	mg/kg							
Cobalt	ND	2.00	"							
Copper	ND	5.00	"							
Lead	ND	3.00	"							
LCS (24G0303-BS1)				Prepared: 07/17/24 Analyzed: 07/18/24						
Lead	101	3.00	mg/kg	100		101	80-120			
Matrix Spike (24G0303-MS1)	**Source: T242945-01**			Prepared: 07/17/24 Analyzed: 07/18/24						
Lead	94.7	3.00	mg/kg	100	6.10	88.6	75-125			
Matrix Spike Dup (24G0303-MSD1)	**Source: T242945-01**			Prepared: 07/17/24 Analyzed: 07/18/24						
Lead	93.5	3.00	mg/kg	100	6.10	87.4	75-125	1.28	20	

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Lake Forest, California 92630
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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	07/19/24 16:05

Notes and Definitions

DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

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PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO BOX 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax:
Project Manager: JOE BRUSCA

Date: 7/15/24 Page: 1 Of 1
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: T242945 EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + LEAD	6010 COPPER AND COBALT			Comments/Preservative	Total # of containers
1	S62	7/15/24		SOIL	JAR											X	X				
2	S63															X	X				
3	S64															X	X				
4	S65															X	X				
5	S66															X	X				
6	S67															X	X				
7	S68															X	X				
8	S69															X	X				
9	S70															X	X				
10	S71															X	X				
11	S72															X	X				
12	S73															X	X				
13	S74															X	X				

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time	Total # of containers	Notes
	7/16/24 12:02	Ed Stevens	7/16/24 1202	Chain of Custody seals Y/N/NA	
Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time	Seals intact? Y/N/NA	
Ed Stevens 7/16/2024	1545	GLS/Joe		Received good condition/cold	2.4°C
Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time	Turn around time: NORMAL	
GLS	7/17/24 1100		7/17/24 1100		

Sample disposal Instructions: Disposal @ $2.00 each ___ Return to client ___ Pickup ___

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SAMPLE RECEIVING REVIEW SHEET

Batch/Work Order #: T242945

Client Name: Brusca Associates, Inc. Project: Pacific Street Property

Delivered by: ☐ Client ☐ SunStar Courier ☒ GLS ☐ FedEx ☐ Other

If Courier, Received by: _____ Date/Time Courier Received: _____

Lab Received by: Dave Date/Time Lab Received: 7/17/24 1100

Total number of coolers received: Thermometer ID: SC-1 Calibration due: 11/17/2024

Temperature:	Cooler #1	2.3 °C +/- the CF (+ 0.1°C) =	2.4	°C corrected temperature
Temperature:	Cooler #2	°C +/- the CF (+ 0.1°C) =		°C corrected temperature
Temperature:	Cooler #3	°C +/- the CF (+ 0.1°C) =		°C corrected temperature

Temperature criteria = ≤ 6°C (no frozen containers)	Within criteria?	☐ **Yes** ☐ **No** ☐ **N/A**
If NO:		
Samples received on ice?	☐ Yes	☐ **No → Complete Non-Conformance Sheet**
If on ice, samples received same day collected?	☐ Yes → Acceptable	☐ **No → Complete Non-Conformance Sheet**

Custody seals intact on cooler/sample	☒ Yes	☐ No*	☐ N/A
Sample containers intact	☒ Yes	☐ No*	
Sample labels match Chain of Custody IDs	☒ Yes	☐ No*	
Total number of containers received match COC	☒ Yes	☐ No*	
Proper containers received for analyses requested on COC	☒ Yes	☐ No*	
Proper preservative indicated on COC/containers for analyses requested	☐ Yes	☐ No*	☒ N/A
Complete shipment received in good condition with correct temperatures, containers, labels, volumes preservatives and within method specified holding times	☒ **Yes**	☐ **No***	

* Complete Non-Conformance Receiving Sheet if checked

Cooler/Sample Review - Initials and date: DD 7/17/24

Comments:

GLS.

800-322-5555
www.gls-us.com

Ship From
SUN STAR LABS
WEST SACRAMENTO OFFICE
3140 BEACON BLVD
SUITE A
WEST SACRAMENTO, CA 95691

Ship To
SUNSTAR LABORATORIES-SOUTH
SAMPLE RECEIVING
25712 COMMERCENTRE DR.
LAKE FOREST, CA 92630

COD: $0.00
Weight: 0 lb(s)
Reference:

Delivery Instructions:

Signature Type: NOT REQUIRED

Tracking #: 561621934

PDS

LAKE FOREST

S10333A

11384527

ORC CA927-BA0

Print Date: 6/25/2024 4:11 PM

Package 14 of 25

LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.
Step 1: Use the "Print Label" button on this page to print the shipping label on a laser or inkjet printer.
Step 2: Fold this page in half.
Step 3: Securely attach this label to your package and do not cover the barcode.

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all of the General Logistics Systems US, Inc. (GLS) service terms & conditions including, but not limited to; limits of liability, declared value conditions, and claim procedures which are available on our website at www.gls-us.com.

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242945

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:
Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	07/24/24 17:00 (5 day TAT)		
Received By:	Dave Berner	Date Received:	07/17/24 11:00
Logged In By:	Karina Ortiz	Date Logged In:	07/17/24 11:16

Samples Received at: **2.4°C**

Custody Seals	Yes	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirı	No		

Analysis	Due	TAT	Expires	Comments
T242945-01 S62 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-02 S63 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-03 S64 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-04 S65 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-05 S66 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-06 S67 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-07 S68 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-08 S69 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-09 S70 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T242945

Client: Brusca Associates Inc. **Project Manager:** Joann Marroquin
Project: Pacific Street Property **Project Number:** 142-007

Analysis	Due	TAT	Expires	Comments
T242945-10 S71 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-11 S72 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-12 S73 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb
T242945-13 S74 [Soil] Sampled 07/15/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	07/24/24 15:00	5	01/11/25 00:00	Sb, Co, Cu and Pb

Reviewed By

Date

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

01 August 2024

Joe Brusca
Brusca Associates Inc.
PO Box 332
Roseville, CA 95661

RE: Pacific Street Property

Enclosed are the results of analyses for samples received by the laboratory on 07/30/24 11:27. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Joann Marroquin
Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S75	T243105-01	Soil	07/29/24 00:00	07/30/24 11:27
S76	T243105-02	Soil	07/29/24 00:00	07/30/24 11:27
S77	T243105-03	Soil	07/29/24 00:00	07/30/24 11:27
S78	T243105-04	Soil	07/29/24 00:00	07/30/24 11:27

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

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PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

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Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

DETECTIONS SUMMARY

Sample ID: S75 **Laboratory ID:** T243105-01

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**3.82**	2.00	mg/kg	EPA 6010b	
Copper	**8.46**	5.00	mg/kg	EPA 6010b	
Lead	**6.39**	3.00	mg/kg	EPA 6010b	

Sample ID: S76 **Laboratory ID:** T243105-02

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**2.97**	2.00	mg/kg	EPA 6010b	
Copper	**11.4**	5.00	mg/kg	EPA 6010b	
Lead	**7.75**	3.00	mg/kg	EPA 6010b	

Sample ID: S77 **Laboratory ID:** T243105-03

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**3.45**	2.00	mg/kg	EPA 6010b	
Copper	**49.2**	5.00	mg/kg	EPA 6010b	
Lead	**16.2**	3.00	mg/kg	EPA 6010b	

Sample ID: S78 **Laboratory ID:** T243105-04

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**7.47**	2.00	mg/kg	EPA 6010b	
Copper	**26.5**	5.00	mg/kg	EPA 6010b	
Lead	**22.0**	3.00	mg/kg	EPA 6010b	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

S75

T243105-01 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0504	07/30/24	07/30/24	EPA 6010b	
Cobalt	**3.82**	2.00	"	"	"	"	"	"	
Copper	**8.46**	5.00	"	"	"	"	"	"	
Lead	**6.39**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

S76

T243105-02 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0504	07/30/24	07/30/24	EPA 6010b	
Cobalt	**2.97**	2.00	"	"	"	"	"	"	
Copper	**11.4**	5.00	"	"	"	"	"	"	
Lead	**7.75**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

S77

T243105-03 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0504	07/30/24	07/30/24	EPA 6010b	
Cobalt	**3.45**	2.00	"	"	"	"	"	"	
Copper	**49.2**	5.00	"	"	"	"	"	"	
Lead	**16.2**	3.00	"	"	"	"	"	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

S78

T243105-04 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24G0504	07/30/24	07/30/24	EPA 6010b	
Cobalt	**7.47**	2.00	"	"	"	"	"	"	
Copper	**26.5**	5.00	"	"	"	"	07/30/24	"	
Lead	**22.0**	3.00	"	"	"	"	07/30/24	"	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24G0504 - EPA 3050B										
Blank (24G0504-BLK1)				Prepared & Analyzed: 07/30/24						
Antimony	ND	4.00	mg/kg							
Cobalt	ND	2.00	"							
Copper	ND	5.00	"							
Lead	ND	3.00	"							
LCS (24G0504-BS1)				Prepared & Analyzed: 07/30/24						
Lead	109	3.00	mg/kg	100		109	80-120			
Matrix Spike (24G0504-MS1)	**Source: T243099-01**			Prepared & Analyzed: 07/30/24						
Lead	67.9	3.00	mg/kg	100	7.40	60.5	75-125			QM-07
Matrix Spike Dup (24G0504-MSD1)	**Source: T243099-01**			Prepared & Analyzed: 07/30/24						
Lead	65.7	3.00	mg/kg	100	7.40	58.4	75-125	3.22	20	QM-07

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	08/01/24 16:55

Notes and Definitions

QM-07	The spike recovery and/or RPD was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

SunStar Laboratories, Inc.

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Joann Marroquin

Joann Marroquin, Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO BOX 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax:
Project Manager: JOE BRUSCA

Date: 7/29/24 Page: 1 Of 1
Project Name: PACIFIC ST. PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: T243105 EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + LEAD	6010 COBALT + COPPER			Comments/Preservative	Total # of containers
01	S75	7/29/24		SOIL	JAR											X	X				
02	S76	"		"	"											X	X				
03	S77	"		"	"											X	X				
04	S78	"		"	"											X	X				

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
[signature]	7/29/24 10:35	Ed Stevens	7/29/2024 1035
Ed Stevens	7/29/2024 1545	GLS/Joe	
GLS		[signature]	7/30/24 11:27

Total # of containers
Chain of Custody seals Y/N/NA: Y
Seals intact? Y/N/NA: Y
Received good condition/cold: 2.1°

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ___ Return to client ___ Pickup ___

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

SAMPLE RECEIVING REVIEW SHEET

Batch/Work Order #: T243105

Client Name: Brusca Project: Pacific St. Property

Delivered by: ☐ Client ☐ SunStar Courier ☑ GLS ☐ FedEx ☐ Other

If Courier, Received by: Date/Time Courier Received:

Lab Received by: Paul Date/Time Lab Received: 7/30/24 11:27

Total number of coolers received: 1 Thermometer ID: SC-1 Calibration due: 11/17/2024

Temperature: Cooler #1	2.0 °C +/- the CF (+ 0.1°C)	=	2.1 °C	corrected temperature
Temperature: Cooler #2	°C +/- the CF (+ 0.1°C)	=	°C	corrected temperature
Temperature: Cooler #3	°C +/- the CF (+ 0.1°C)	=	°C	corrected temperature

Temperature criteria = ≤ 6°C (no frozen containers)	Within criteria?	☑ **Yes** ☐ **No** ☐ **N/A**
If NO:		
Samples received on ice?	☐ Yes	☐ **No → Complete Non-Conformance Sheet**
If on ice, samples received same day collected?	☐ Yes → Acceptable	☐ **No → Complete Non-Conformance Sheet**

Custody seals intact on cooler/sample	☑ Yes	☐ No*	☐ N/A
Sample containers intact	☑ Yes	☐ No*	
Sample labels match Chain of Custody IDs	☑ Yes	☐ No*	
Total number of containers received match COC	☑ Yes	☐ No*	
Proper containers received for analyses requested on COC	☑ Yes	☐ No*	
Proper preservative indicated on COC/containers for analyses requested	☐ Yes	☐ No*	☑ N/A
Complete shipment received in good condition with correct temperatures, containers, labels, volumes preservatives and within method specified holding times	☑ **Yes**	☐ **No***	

* Complete Non-Conformance Receiving Sheet if checked

Cooler/Sample Review - Initials and date: PB 7/30/24

Comments:

Page 1 of 1

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

WORK ORDER

T243105

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:
Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	08/06/24 17:00 (5 day TAT)		
Received By:	Paul Berner	Date Received:	07/30/24 11:27
Logged In By:	Irma Vela	Date Logged In:	07/30/24 11:41

Samples Received at: **2.1°C**

Custody Seals	Yes	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirı	No		

Analysis	Due	TAT	Expires	Comments
T243105-01 S75 [Soil] Sampled 07/29/24 11:27 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 11:27	Sb, Co, Cu and Pb
T243105-02 S76 [Soil] Sampled 07/29/24 11:27 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 11:27	Sb, Co, Cu and Pb
T243105-03 S77 [Soil] Sampled 07/29/24 11:27 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 11:27	Sb, Co, Cu and Pb
T243105-04 S78 [Soil] Sampled 07/29/24 11:27 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 11:27	Sb, Co, Cu and Pb

Reviewed By

Date

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T243105

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:

Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	08/06/24 17:00 (5 day TAT)		
Received By:	Paul Berner	Date Received:	07/30/24 11:27
Logged In By:	Irma Vela	Date Logged In:	07/30/24 11:41

Samples Received at: **2.1°C**

Custody Seals	Yes	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirme	No		

Analysis	Due	TAT	Expires	Comments
T243105-01 S75 [Soil] Sampled 07/29/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 00:00	Sb, Co, Cu and Pb
T243105-02 S76 [Soil] Sampled 07/29/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 00:00	Sb, Co, Cu and Pb
T243105-03 S77 [Soil] Sampled 07/29/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 00:00	Sb, Co, Cu and Pb
T243105-04 S78 [Soil] Sampled 07/29/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	08/06/24 15:00	5	01/25/25 00:00	Sb, Co, Cu and Pb

Reviewed By

Date

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

18 September 2024

Joe Brusca
Brusca Associates Inc.
PO Box 332
Roseville, CA 95661

RE: Pacific Street Property

Enclosed are the results of analyses for samples received by the laboratory on 09/06/24 16:41. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Joann Marroquin
Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S3-1	T243630-01	Soil	09/04/24 00:00	09/06/24 16:41
S3-2	T243630-02	Soil	09/04/24 00:00	09/06/24 16:41
S14-1	T243630-04	Soil	09/04/24 00:00	09/06/24 16:41
S14-2	T243630-05	Soil	09/04/24 00:00	09/06/24 16:41
S44-1	T243630-07	Soil	09/04/24 00:00	09/06/24 16:41
S44-2	T243630-08	Soil	09/04/24 00:00	09/06/24 16:41
S68-1	T243630-10	Soil	09/04/24 00:00	09/06/24 16:41
S68-2	T243630-11	Soil	09/04/24 00:00	09/06/24 16:41
S68-3	T243630-12	Soil	09/05/24 00:00	09/06/24 16:41
S5-1	T243630-13	Soil	09/04/24 00:00	09/06/24 16:41
S5-2	T243630-14	Soil	09/04/24 00:00	09/06/24 16:41
S5-3	T243630-15	Soil	09/04/24 00:00	09/06/24 16:41
S5-4	T243630-16	Soil	09/04/24 00:00	09/06/24 16:41
S70-1	T243630-17	Soil	09/04/24 00:00	09/06/24 16:41
S70-2	T243630-18	Soil	09/04/24 00:00	09/06/24 16:41
S70-3	T243630-19	Soil	09/04/24 00:00	09/06/24 16:41
S59-1	T243630-20	Soil	09/04/24 00:00	09/06/24 16:41
S59-2	T243630-21	Soil	09/04/24 00:00	09/06/24 16:41

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

DETECTIONS SUMMARY

Sample ID: S3-1 **Laboratory ID:** T243630-01

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**4.27**	2.00	mg/kg	EPA 6010b	
Copper	**19.9**	5.00	mg/kg	EPA 6010b	
Lead	**36.7**	3.00	mg/kg	EPA 6010b	

Sample ID: S3-2 **Laboratory ID:** T243630-02

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**4.43**	2.00	mg/kg	EPA 6010b	
Copper	**5.99**	5.00	mg/kg	EPA 6010b	
Lead	**5.52**	3.00	mg/kg	EPA 6010b	

Sample ID: S14-1 **Laboratory ID:** T243630-04

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**7.30**	4.00	mg/kg	EPA 6010b	
Cobalt	**4.58**	2.00	mg/kg	EPA 6010b	
Copper	**452**	5.00	mg/kg	EPA 6010b	
Lead	**180**	3.00	mg/kg	EPA 6010b	

Sample ID: S14-2 **Laboratory ID:** T243630-05

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**4.35**	2.00	mg/kg	EPA 6010b	
Copper	**5.73**	5.00	mg/kg	EPA 6010b	

Sample ID: S44-1 **Laboratory ID:** T243630-07

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**5.46**	2.00	mg/kg	EPA 6010b	

SunStar Laboratories, Inc.

Joann Marroquin

Joann Marroquin, Director of Operations

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949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

Sample ID: S44-1 **Laboratory ID:** T243630-07

Analyte	Result	Reporting Limit	Units	Method	Notes
Copper	**7.83**	5.00	mg/kg	EPA 6010b	
Lead	**5.62**	3.00	mg/kg	EPA 6010b	

Sample ID: S44-2 **Laboratory ID:** T243630-08

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**2.54**	2.00	mg/kg	EPA 6010b	
Copper	**19.6**	5.00	mg/kg	EPA 6010b	

Sample ID: S68-1 **Laboratory ID:** T243630-10

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**18.4**	4.00	mg/kg	EPA 6010b	
Cobalt	**2.57**	2.00	mg/kg	EPA 6010b	
Copper	**106**	5.00	mg/kg	EPA 6010b	
Lead	**328**	3.00	mg/kg	EPA 6010b	

Sample ID: S68-2 **Laboratory ID:** T243630-11

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**54.7**	4.00	mg/kg	EPA 6010b	
Cobalt	**2.37**	2.00	mg/kg	EPA 6010b	
Copper	**132**	5.00	mg/kg	EPA 6010b	
Lead	**807**	3.00	mg/kg	EPA 6010b	

Sample ID: S68-3 **Laboratory ID:** T243630-12

Analyte	Result	Reporting Limit	Units	Method	Notes
Copper	**9.14**	5.00	mg/kg	EPA 6010b	
Lead	**8.05**	3.00	mg/kg	EPA 6010b	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

Sample ID: S5-1 **Laboratory ID:** T243630-13

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**41.0**	2.00	mg/kg	EPA 6010b	
Copper	**2130**	5.00	mg/kg	EPA 6010b	
Lead	**46.5**	3.00	mg/kg	EPA 6010b	

Sample ID: S5-2 **Laboratory ID:** T243630-14

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**92.8**	2.00	mg/kg	EPA 6010b	
Copper	**351**	5.00	mg/kg	EPA 6010b	
Lead	**35.8**	3.00	mg/kg	EPA 6010b	

Sample ID: S5-3 **Laboratory ID:** T243630-15

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**8.38**	4.00	mg/kg	EPA 6010b	
Cobalt	**33.8**	2.00	mg/kg	EPA 6010b	
Copper	**3180**	5.00	mg/kg	EPA 6010b	
Lead	**58.3**	3.00	mg/kg	EPA 6010b	

Sample ID: S5-4 **Laboratory ID:** T243630-16

Analyte	Result	Reporting Limit	Units	Method	Notes
Antimony	**22.9**	4.00	mg/kg	EPA 6010b	
Cobalt	**34.3**	2.00	mg/kg	EPA 6010b	
Copper	**2520**	5.00	mg/kg	EPA 6010b	
Lead	**63.6**	3.00	mg/kg	EPA 6010b	

Sample ID: S70-1 **Laboratory ID:** T243630-17

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**2.66**	2.00	mg/kg	EPA 6010b	
Copper	**16.2**	5.00	mg/kg	EPA 6010b	
Lead	**23.9**	3.00	mg/kg	EPA 6010b	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

Sample ID: S70-2 **Laboratory ID:** T243630-18

Analyte	Result	Reporting Limit	Units	Method	Notes
Copper	**5.81**	5.00	mg/kg	EPA 6010b	
Lead	**3.71**	3.00	mg/kg	EPA 6010b	

Sample ID: S70-3 **Laboratory ID:** T243630-19

Analyte	Result	Reporting Limit	Units	Method	Notes
Copper	**6.21**	5.00	mg/kg	EPA 6010b	
Lead	**6.03**	3.00	mg/kg	EPA 6010b	

Sample ID: S59-1 **Laboratory ID:** T243630-20

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**2.12**	2.00	mg/kg	EPA 6010b	
Copper	**5.44**	5.00	mg/kg	EPA 6010b	
Lead	**4.74**	3.00	mg/kg	EPA 6010b	

Sample ID: S59-2 **Laboratory ID:** T243630-21

Analyte	Result	Reporting Limit	Units	Method	Notes
Cobalt	**2.47**	2.00	mg/kg	EPA 6010b	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S3-1

T243630-01 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**4.27**	2.00	"	"	"	"	"	"	
Copper	**19.9**	5.00	"	"	"	"	"	"	
Lead	**36.7**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S3-2

T243630-02 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**4.43**	2.00	"	"	"	"	"	"	
Copper	**5.99**	5.00	"	"	"	"	"	"	
Lead	**5.52**	3.00	"	"	"	"	"	"	

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S14-1

T243630-04 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**7.30**	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**4.58**	2.00	"	"	"	"	"	"	
Copper	**452**	5.00	"	"	"	"	"	"	
Lead	**180**	3.00	"	"	"	"	"	"	

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S14-2

T243630-05 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**4.35**	2.00	"	"	"	"	"	"	
Copper	**5.73**	5.00	"	"	"	"	09/13/24	"	
Lead	ND	3.00	"	"	"	"	09/13/24	"	

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S44-1

T243630-07 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**5.46**	2.00	"	"	"	"	"	"	
Copper	**7.83**	5.00	"	"	"	"	"	"	
Lead	**5.62**	3.00	"	"	"	"	"	"	

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S44-2

T243630-08 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**2.54**	2.00	"	"	"	"	"	"	
Copper	**19.6**	5.00	"	"	"	"	"	"	
Lead	ND	3.00	"	"	"	"	"	"	

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S68-1

T243630-10 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**18.4**	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**2.57**	2.00	"	"	"	"	"	"	
Copper	**106**	5.00	"	"	"	"	"	"	
Lead	**328**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S68-2

T243630-11 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**54.7**	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**2.37**	2.00	"	"	"	"	"	"	
Copper	**132**	5.00	"	"	"	"	"	"	
Lead	**807**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S68-3

T243630-12 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0146	09/12/24	09/17/24	EPA 6010b	
Cobalt	ND	2.00	"	"	"	"	"	"	
Copper	**9.14**	5.00	"	"	"	"	"	"	
Lead	**8.05**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S5-1

T243630-13 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**41.0**	2.00	"	"	"	"	"	"	
Copper	**2130**	5.00	"	"	"	"	09/13/24	"	
Lead	**46.5**	3.00	"	"	"	"	09/13/24	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S5-2

T243630-14 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**92.8**	2.00	"	"	"	"	"	"	
Copper	**351**	5.00	"	"	"	"	"	"	
Lead	**35.8**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S5-3

T243630-15 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	**8.38**	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**33.8**	2.00	"	"	"	"	"	"	
Copper	**3180**	5.00	"	"	"	"	"	"	
Lead	**58.3**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S5-4

T243630-16 (Soil)

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Metals by EPA 6010B									
Antimony	**22.9**	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**34.3**	2.00	"	"	"	"	"	"	
Copper	**2520**	5.00	"	"	"	"	"	"	
Lead	**63.6**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S70-1

T243630-17 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**2.66**	2.00	"	"	"	"	"	"	
Copper	**16.2**	5.00	"	"	"	"	"	"	
Lead	**23.9**	3.00	"	"	"	"	"	"	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S70-2

T243630-18 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	ND	2.00	"	"	"	"	"	"	
Copper	**5.81**	5.00	"	"	"	"	"	"	
Lead	**3.71**	3.00	"	"	"	"	"	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S70-3

T243630-19 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	ND	2.00	"	"	"	"	"	"	
Copper	**6.21**	5.00	"	"	"	"	09/13/24	"	
Lead	**6.03**	3.00	"	"	"	"	09/13/24	"	

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Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S59-1

T243630-20 (Soil)

SunStar Laboratories, Inc.

Metals by EPA 6010B

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**2.12**	2.00	"	"	"	"	"	"	
Copper	**5.44**	5.00	"	"	"	"	"	"	
Lead	**4.74**	3.00	"	"	"	"	"	"	

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Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

S59-2

T243630-21 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
SunStar Laboratories, Inc.									
Metals by EPA 6010B									
Antimony	ND	4.00	mg/kg	1	24I0091	09/06/24	09/13/24	EPA 6010b	
Cobalt	**2.47**	2.00	"	"	"	"	"	"	
Copper	ND	5.00	"	"	"	"	"	"	
Lead	ND	3.00	"	"	"	"	"	"	

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PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24I0091 - EPA 3050B										
Blank (24I0091-BLK1)				Prepared: 09/06/24 Analyzed: 09/13/24						
Antimony	ND	4.00	mg/kg							
Cobalt	ND	2.00	"							
Copper	ND	5.00	"							
Lead	ND	3.00	"							
LCS (24I0091-BS1)				Prepared: 09/06/24 Analyzed: 09/13/24						
Antimony	106	4.00	mg/kg	100		106	75-125		20	
Cobalt	98.4	2.00	"	100		98.4	75-125		20	
Copper	106	5.00	"	100		106	75-125		20	
Lead	103	3.00	"	100		103	80-120			
Matrix Spike (24I0091-MS1)	**Source: T243630-01**			Prepared: 09/06/24 Analyzed: 09/13/24						
Antimony	67.0	4.00	mg/kg	100	ND	67.0	75-125		20	QM-07
Cobalt	88.4	2.00	"	100	4.27	84.1	75-125		20	
Copper	120	5.00	"	100	19.9	100	75-125		20	
Lead	139	3.00	"	100	36.7	102	75-125			
Matrix Spike Dup (24I0091-MSD1)	**Source: T243630-01**			Prepared: 09/06/24 Analyzed: 09/13/24						
Antimony	66.6	4.00	mg/kg	100	ND	66.6	75-125	0.599	20	QM-07
Cobalt	90.2	2.00	"	100	4.27	85.9	75-125	2.02	20	
Copper	123	5.00	"	100	19.9	103	75-125	2.14	20	
Lead	142	3.00	"	100	36.7	105	75-125	2.26	20	
Batch 24I0146 - EPA 3050B										
Blank (24I0146-BLK1)				Prepared: 09/12/24 Analyzed: 09/17/24						
Antimony	ND	4.00	mg/kg							
Cobalt	ND	2.00	"							
Copper	ND	5.00	"							
Lead	ND	3.00	"							

SunStar Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Joann Marroquin

Joann Marroquin, Director of Operations

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

Metals by EPA 6010B - Quality Control

SunStar Laboratories, Inc.

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 24I0146 - EPA 3050B										
LCS (24I0146-BS1)				Prepared: 09/12/24 Analyzed: 09/17/24						
Antimony	114	4.00	mg/kg	100		114	75-125		20	
Cobalt	104	2.00	"	100		104	75-125		20	
Copper	114	5.00	"	100		114	75-125		20	
Lead	109	3.00	"	100		109	80-120			
Matrix Spike (24I0146-MS1)		**Source: T243676-19**		Prepared: 09/12/24 Analyzed: 09/17/24						
Antimony	34.3	4.00	mg/kg	100	ND	34.3	75-125		20	QM-07
Cobalt	78.9	2.00	"	100	10.1	68.8	75-125		20	QM-07
Copper	116	5.00	"	100	32.9	83.1	75-125		20	
Lead	140	3.00	"	100	75.2	65.1	75-125			QM-07
Matrix Spike Dup (24I0146-MSD1)		**Source: T243676-19**		Prepared: 09/12/24 Analyzed: 09/17/24						
Antimony	32.9	4.00	mg/kg	100	ND	32.9	75-125	4.17	20	QM-07
Cobalt	80.9	2.00	"	100	10.1	70.8	75-125	2.50	20	QM-07
Copper	118	5.00	"	100	32.9	85.1	75-125	1.71	20	
Lead	124	3.00	"	100	75.2	48.3	75-125	12.7	20	QM-07

SunStar Laboratories, Inc.

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Joann Marroquin

Joann Marroquin, Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

25712 Commercentre Drive
Lake Forest, California 92630
949.297.5020 Phone
949.297.5027 Fax

Brusca Associates Inc.	Project: Pacific Street Property	
PO Box 332	Project Number: 142-007	**Reported:**
Roseville CA, 95661	Project Manager: Joe Brusca	09/18/24 17:24

Notes and Definitions

QM-07	The spike recovery and/or RPD was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

SunStar Laboratories, Inc.

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Joann Marroquin

Joann Marroquin, Director of Operations

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO BOX 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax: (916) 677-1471
Project Manager: JOE BRUSCA

Date: 9/4/24 Page: 1 Of 2
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: T243630 EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + LEAD	6010 COPPER + COBALT			Comments/Preservative	Total # of containers
01	S3-1	9/4/24		SOIL	JAR											X	X				
02	S3-2															X	X				
03	S3-3																			HOLD	
04	S14-1															X	X				
05	S14-2															X					
06	S14-3																			HOLD	
07	S44-1															X	X				
08	S44-2															X	X				
09	S44-3																			HOLD	
10	S68-1															X	X				
11	S68-2															X	X				
12	S68-3																			HOLD	
13	S5-1															X	X				
14	S5-2															X	X				
15	S5-3															X	X				

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
[signature]	9/5/24 10:02	[signature]	9/5/24 1002
[signature] 09/05/2024	1545	GLS/Joe	
GLS		[signature] 9/6/24	16:41

Total # of containers
Chain of Custody seals Y/N/NA: Y
Seals intact? Y/N/NA: Y
Received good condition/cold: 3.2°

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ___ Return to client ___ Pickup ___

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE
25712 Commercentre Drive, Lake Forest, CA 92630
949-297-5020

Chain of Custody Record

Client: BRUSCA ASSOCIATES, INC.
Address: PO Box 332, ROSEVILLE, CA 95661
Phone: (916) 677-1470 Fax: (916) 677-1471
Project Manager: JOE BRUSCA

Date: 9/4/24 Page: 2 Of 2
Project Name: PACIFIC STREET PROPERTY
Collector: BRUSCA Client Project #: 142-007
Batch #: T243630 EDF #:

Laboratory ID #	Sample ID	Date Sampled	Time	Sample Type	Container Type	8260	8260 + OXY	8260 BTEX, OXY only	8270	8021 BTEX	8015M (gasoline)	8015M (diesel)	8015M Ext./Carbon Chain	6010/7000 Title 22 Metals	6020 ICP-MS Metals	6010 ANTIMONY + LEAD	6010 COPPER + COBALT			Comments/Preservative	Total # of containers
16	S5-4	9/4/24		SOIL	JAR											X	X				
17	S70-1															X	X				
18	S70-2															X	X				
19	S70-3															X	X				
20	S59-1															X	X				
21	S59-2															X	X				
22	S59-3															X	X			HOLD	

Relinquished by: (signature)	Date / Time	Received by: (signature)	Date / Time
	9/5/24; 10:02	Ed Stevens	9/5/24; 1002
Ed Stevens	09/05/2024; 1545	GLS/Joe	
GLS		Paul Bunn	9/6/24 16:41

Total # of containers
Chain of Custody seals Y/N/NA: Y
Seals intact? Y/N/NA: Y
Received good condition/cold: 3.2°c

Turn around time: NORMAL

Notes

Sample disposal Instructions: Disposal @ $2.00 each ___ Return to client ___ Pickup ___

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

SAMPLE RECEIVING REVIEW SHEET

Batch/Work Order #: T243630

Client Name: Brusca Project: Pacific Street Property

Delivered by: ☐ Client ☐ SunStar Courier ☑ GLS ☐ FedEx ☐ Other

If Courier, Received by: _____ Date/Time Courier Received: _____

Lab Received by: Paul Date/Time Lab Received: 9/6/24 16:41

Total number of coolers received: 1 Thermometer ID: SC-1 Calibration due: 11/17/2024

Temperature: Cooler #1	3.1 °C +/- the CF (+ 0.1°C) =	3.2 °C	corrected temperature
Temperature: Cooler #2	°C +/- the CF (+ 0.1°C) =	°C	corrected temperature
Temperature: Cooler #3	°C +/- the CF (+ 0.1°C) =	°C	corrected temperature
Temperature criteria = ≤ 6°C (no frozen containers)	Within criteria?	☑ **Yes** ☐ **No** ☐ **N/A**	
If NO: Samples received on ice?	☐ Yes	☐ **No → Complete Non-Conformance Sheet**	
If on ice, samples received same day collected?	☐ Yes → Acceptable	☐ **No → Complete Non-Conformance Sheet**	

Custody seals intact on cooler/sample	☑ Yes	☐ No*	☐ N/A
Sample containers intact	☑ Yes	☐ No*	
Sample labels match Chain of Custody IDs	☑ Yes	☐ No*	
Total number of containers received match COC	☑ Yes	☐ No*	
Proper containers received for analyses requested on COC	☑ Yes	☐ No*	
Proper preservative indicated on COC/containers for analyses requested	☐ Yes	☐ No*	☑ N/A
Complete shipment received in good condition with correct temperatures, containers, labels, volumes preservatives and within method specified holding times	☑ **Yes**	☐ **No***	

* Complete Non-Conformance Receiving Sheet if checked

Cooler/Sample Review - Initials and date: PB 9/6/24

Comments:

(949) 297-5020 ■ www.sunstarlabs.com ■ 25712 Commercentre Drive ■ Lake Forest, CA 92630

GLS.

800-322-5555
www.gls-us.com

Ship From
SUN STAR LABS
WEST SACRAMENTO OFFICE
3140 BEACON BLVD
SUITE A
WEST SACRAMENTO, CA 95691

Ship To
SUNSTAR LABORATORIES-SOUTH
SAMPLE RECEIVING
25712 COMMERCENTRE DR.
LAKE FOREST, CA 92630

COD: $0.00
Weight: 0 lb(s)
Reference:

Delivery Instructions:
DELIVER TO BACK DOOR
Signature Type: NOT REQUIRED

Tracking #: 561828075

PDS

LAKE FOREST

S10333A

13900961

ORC CA927-BA0

Print Date: 8/9/2024 4:04 PM

Package 16 of 25

LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.
Step 1: Use the "Print Label" button on this page to print the shipping label on a laser or inkjet printer.
Step 2: Fold this page in half.
Step 3: Securely attach this label to your package and do not cover the barcode.

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all of the General Logistics Systems US, Inc. (GLS) service terms & conditions including, but not limited to; limits of liability, declared value conditions, and claim procedures which are available on our website at www.gls-us.com.

Joann Marroquin

From: Joe Brusca <jbrusca@bruscaassociates.com>
Sent: Sunday, September 15, 2024 7:16 AM
To: Joann Marroquin
Cc: Cathy Hartman; Kelsey Hartman
Subject: RE: Final Report and Invoice for Pacific Street Property (T243630)

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Joann,

Please run sample S68-3 (previously on hold) for antimony, lead, cobalt and copper on two-day turn around.

Thanks,
Joe

Joe Brusca

Brusca Associates, Inc.
Environmental Engineering Geology

Brusca Associates, Inc.
1860 Sierra Gardens Drive, #332
Roseville, CA 95661
Phone (916) 677-1470
Fax (916) 677-1471
BruscaAssociates.com

From: Joann Marroquin <joann@sunstarlabs.com>
Sent: Friday, September 13, 2024 4:37 PM
To: Joe Brusca <jbrusca@bruscaassociates.com>
Cc: Cathy Hartman <accounting@sunstarlabs.com>; Kelsey Hartman <kelsey@sunstarlabs.com>
Subject: Final Report and Invoice for Pacific Street Property (T243630)

Please find attached the final report and invoice for:

Project Name: **Pacific Street Property**
Project Number: **142-007**

Joann Marroquin
Director of Operations

SunStar Laboratories, Inc.
Providing Quality Analytical Services Nationwide

25712 Commercentre Dr., Lake Forest, CA 92630
Office: (949) 297-5020 | Mobile: (949) 469-8124
ELAP Accreditation: 2250 | CA Small Business Certification: 31511
ISO/IEC 17025 Accreditation: AT-2542

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SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T243630

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:

Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	09/16/24 17:00 (5 day TAT)		
Received By:	Paul Berner	Date Received:	09/06/24 16:41
Logged In By:	Angel Aguirre	Date Logged In:	09/06/24 17:01

Samples Received at:	**3.2°C**		
Custody Seals	Yes	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirme	No		

Analysis	Due	TAT	Expires	Comments
T243630-01 S3-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-02 S3-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-03 S3-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US &				**HOLD**
[NO ANALYSES]				
T243630-04 S14-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-05 S14-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-06 S14-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US &				**HOLD**
[NO ANALYSES]				
T243630-07 S44-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T243630

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T243630-08 S44-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-09 S44-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US				**HOLD**
&				
[NO ANALYSES]				
T243630-10 S68-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-11 S68-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-12 S68-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US				**HOLD**
&				
[NO ANALYSES]				
T243630-13 S5-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-14 S5-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-15 S5-3 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-16 S5-4 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-17 S70-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-18 S70-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T243630

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T243630-19 S70-3 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-20 S59-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-21 S59-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-22 S59-3 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				**HOLD**
[NO ANALYSES]				

Reviewed By

Date

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T243630

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Report To:

Brusca Associates Inc.
Joe Brusca
PO Box 332
Roseville, CA 95661

Date Due:	09/18/24 17:00 (8 day TAT)		
Received By:	Paul Berner	Date Received:	09/06/24 16:41
Logged In By:	Angel Aguirre	Date Logged In:	09/06/24 17:01

Samples Received at:	**3.2°C**		
Custody Seals	Yes	Received On Ice	Yes
Containers Intact	Yes		
COC/Labels Agree	Yes		
Preservation Confirme	No		

Analysis	Due	TAT	Expires	Comments
T243630-01 S3-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-02 S3-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-03 S3-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US &				**HOLD**
[NO ANALYSES]				
T243630-04 S14-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-05 S14-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-06 S14-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US &				**HOLD**
[NO ANALYSES]				
T243630-07 S44-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T243630

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T243630-08 S44-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-09 S44-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US				**HOLD**
&				
[NO ANALYSES]				
T243630-10 S68-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-11 S68-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-12 S68-3 [Soil] Sampled 09/05/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/18/24 15:00	5	03/04/25 00:00	Sb, Co, Cu and Pb
T243630-13 S5-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-14 S5-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-15 S5-3 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-16 S5-4 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-17 S70-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-18 S70-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US				
&				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb

SunStar Laboratories, Inc.
PROVIDING QUALITY ANALYTICAL SERVICES NATIONWIDE

WORK ORDER

T243630

Client:	**Brusca Associates Inc.**	**Project Manager:**	**Joann Marroquin**
Project:	**Pacific Street Property**	**Project Number:**	**142-007**

Analysis	Due	TAT	Expires	Comments
T243630-19 S70-3 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-20 S59-1 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-21 S59-2 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				
6010 Individual Metals	09/16/24 15:00	5	03/03/25 00:00	Sb, Co, Cu and Pb
T243630-22 S59-3 [Soil] Sampled 09/04/24 00:00 (GMT-08:00) Pacific Time (US &				**HOLD**
[NO ANALYSES]				

Reviewed By

Date

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the Remediation of 5255 Pacific Street (Big Gun Site)

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No. 1: Questions that have been received and associated answers are attached as Exhibit A.

Item No. 2: The Sealed Bid Form has been updated. Replace the existing Sealed Bid Form with Exhibit B.

Item No. 3: See Exhbit C for the worksite footprint map.

Item No. 4: See Exhibit D for the Arborist Report on Trees to remove.

Item No. 5: The Special Provisions/Bid Schedule Detail has been updated to reflect the changes in this Addendum. Replace the existing Special Provisions/Bid Schedule Detail with Exhibit E.

Item No. 5: The Pre-bid Meeting Sign Up Sheet is attached as Exhibit F.

End of Addendum No. 1

Signature: _____

_____ _____
Company Date

SUBMIT THIS SHEET AS PART OF YOUR BID
Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT A

CITY OF ROCKLIN

BIG GUN REMEDIATION QUESTIONS/PRE-BID MEETING

2/26/2025

1. Soil is not Class III how should it be addressed in the Bid Item Detail? See Exhibit B – Revised Bid Item Detail. The Bid Item Detail is updated to reflect project tonnage of 1,000 tons by Class I, II, III for bidding purposes.
2. Cubic Yards are changed to Tons. Bid Item detail updated:
    a. Item 5 has been condensed.
    b. Item 6 to include A, B, C for the different Class I, II, and III, disposal facilities.
    c. Bid quantity for item 6 is set at 2,000 tons for each Class for bidding purposes.
3. Bid Item 5A-5C is now listed as Bid Item Detail 5 - Excavation and Stockpiling. Environmental oversight and project inspections will be provided by the City.
4. Original Bid Items 7 and 8 have been removed.
    a. It is no longer necessary as the environmental oversight, onsite Project inspections and QA/QC will be provided by the City who will be responsible for collecting and analyzing samples.
    b. The contractor will be required to provide information and access to the site to facilitate all reporting and inspection requirements.
5. Backfill – Does it need to be done? What should be used to backfill? Backfill and compaction is NOT needed. Bid Schedule Detail will be updated to state that once excavation is complete, all vertical edges must be sloped 3:1 or to the satisfaction of the Project Manager.
6. Compaction – Does it need to be done? What is the timing for the developer to start work? See previous comment. Development activity is at the very preliminary phases and will not be involved in the project.
7. Expectation for post construction (SWPPP permit requirements)
    a. Requirement of 70% vegetation for the permit? This is not necessary as the worksite footprint is less than one acre See Exhibit C.
    b. If less than one acre, may not be needed? The worksite footprint is less than one acre and a SWPPP permit is not needed however, Best Management Practices (BMPs) need to be followed.
    c. Can fill be gravel or wood chips? Yes, to either, if needed.
    d. Timing of development can affect what is needed, what is the timeline and/or can the requirement be transferred to the developer? No.
8. Security – It is up to the contractor to adequately provide site security (see Bid Item Detail 1). May use existing fencing materials if appropriate.
9. Dust Control and Implementation responsibility? It is the contractor's responsibility to provide adequate dust control as identified in Item 4 Special Provisions/Bid Schedule Detail. Water/hydrant meter must be obtained through Placer County Water Agency. See attached map of hydrant locations below:

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

10. Permit – Grading permit NOT required per City Engineer. Plans and specifications satisfy Chapter 15.28 of Rocklin Municipal Code, 15.28.180 Minor Grading Plans and Specifications – less than 5,000 cubic yards. All applicable BMPs (i.e. stormwater, dust control, site protection/off-tracking, etc.) are still applicable.
11. Approved Trucking Routes – Pacific Street south towards I-80 westbound is authorized for use. Pacific Street northbound to Sierra College Blvd. to I-80 eastbound is authorized. All other truck routes must be approved by the City Engineer. No trucks are allowed on Rocklin Road.
12. Agenda and City Council Dates – The bid opening is scheduled for March 4, 2025. It is anticipated that the bid award will be brought to the City Council for approval at the March 25, 2025, meeting.
13. Survey Data for sample locations. At this time the City does not have survey or CAD files other than what is included in the Brusca Associates Report. The City will delineate boundries as identified in the report prior start of construction.
14. Existing Utilities – We are not aware of utilities in the area however the contractors need to perform independent USA checks to confirm.

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

15. Trees – Is there any existing information from an arborist regarding the trees on site? A spreadsheet has been included as Exhibit D that shows the number of trees, type, and measurements. All trees are to be removed.
16. Geotechnical Report – There are no additional reports available.
17. Any changes to the existing Bid Item Detail will be addressed though the City's change order process? Yes.
18. Is there any rock excavation? If so, is there a specification for excavation refusal due to rock? Is the Contractor required to perform blasting or use a certain minimum size equipment to remove rock? This project is to remove contaminated soil and there will be no rock excavation or blasting.
19. Can the City's Consultant prepare the closure report so this contract can be limited to construction services? (if required due to size)? Yes, the City will provide testing and reporting services.
20. Can the City advise the specific criteria for Class I (e.g. non-RCRA, RCRA-Direct, RCRA Stabilization) and Class II (e.g. beneficial re-use or direct burial)? The selected contractor will be responsible for determining where to transport material that has been classified by the City. Transporting, and disposing of various wastes will be according to local, state, and federal regulations
21. Is Street Sweeping required? Yes, if conditions warrant street sweeping as identified under the SWPPP and dust control plan.

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT B

CITY OF ROCKLIN

SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Tuesday, March 4, 2025, at the office of the City Clerk 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Remediation of 5255 Pacific Street (Big Gun Site)

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.	Description	Unit	Unit Cost	Estimated Quantity	Amount
1	Mobilization, Staging, Site Security	LS	$	1	$
2	Tree Removal – See Exhibit D	LS	$	1	$
3	Storm Water Pollution Prevention Plan & Implementation	LS	$	1	$
4	Dust Control Plan & Implementation	LS	$	1	$
5	Excavation & Stockpiling	TON	$	2,200	$
6	Landfill Acceptance & Off-Haul	____	_____	_____	_____
6A	Class I	TON	$	2,000	$
6B	Class II	TON	$	2,000	$
6C	Class III	TON	$	2,000	$

Total Project Bid, Item Nos. 1 through 6, shall be (spell out)_____Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

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 calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- CERTIFIED CHECK
- MONEY ORDER
- CASHIER'S CHECK
- BID BOND

AGREEMENT

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

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.

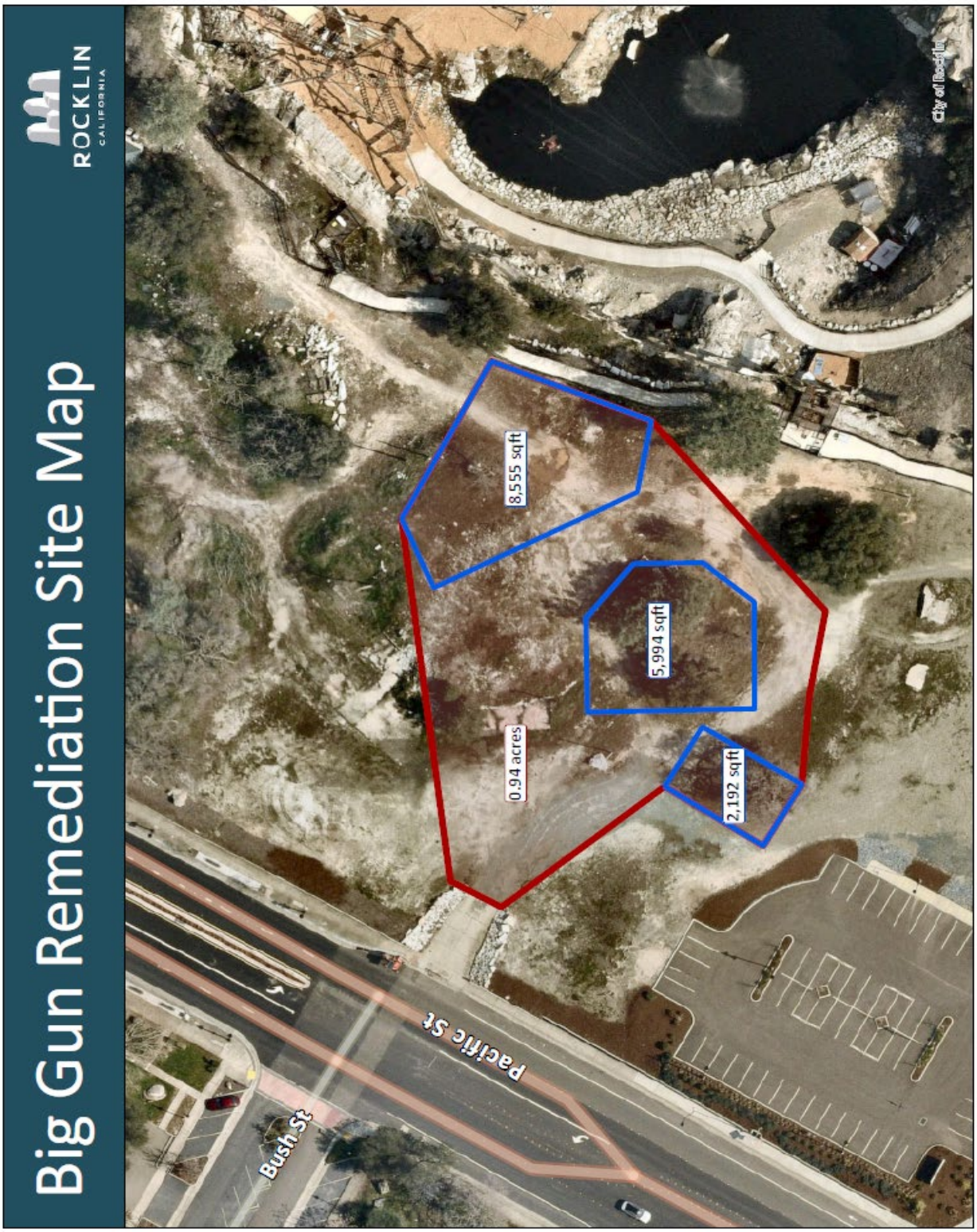
The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

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

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT C



Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT D

5301 Pacific Ave Rocklin Soil Remediation
Tree List

Tree #	Common Name	Species	DBH (in)	Ht Dia Meas At (in)	Canopy Radius (ft)	Condition Rating	Comments	Project Status	GlobalID	Long	Lat
219	Blue Oak	*Quercus douglasii*	43.3	54	31	1 Very Poor - Extreme Structure or Health Problems	basal cavities 1.5 SW,1.7NE, bark wounds S 9-20' bark exfoliating, 5 old branch wounds 5-10', co dom at 17', 25,&30', dead branches to 8", end wts, symmetric crown	If excavating to 1-2' around trunk, the tree will not tolerate root damage. if no roots are impacted and the tree is retained, the tree needs an aerial inspection, pruning, clearing the callous pathways and a Mtogrow treatment	{12FA5CB6-C03E-4657-BE2B-CAAD96FDFE5C}	-121.2363865	38.7889816785306
2044	Cork Oak	*Quercus suber*	33.1	54	22	3 Fair - Minor Problems	SGR SW, co dom at 6', surface root E, dead branches to 5", end wts, 12" and less from soil remediation layout, end wts	depending on depth of excavation if root impact is minor tree could be retained with pruning and Mtogrow treatment.	{41994413A-DFB1-4B9A-9A36-1C1BD075609C}	-121.236181	38.7890818400111875
500	Interior Live Oak	*Quercus wislizenii*	8.4	54	0	0-Dead	uprooted dead tree		{E79150D5-B958-40C0-8BBC-F3FDAD1839DA}	-121.2361171	38.78901793
1	Gray Pine	*Pinus sabiniana*	19.8	54	18	3 Fair - Minor Problems		could retain with pruning to reduce long branches and competing leaders	{4D92F2CD-53AA-4D28-8AA5-78560FD479F8}	-121.2360332	38.78907507
2	Gray Pine	*Pinus sabiniana*	19.2	54	27	3 Fair - Minor Problems	buried flare, 30 degree lean N partially uprooted, long S laterals	consider removal due to uprooting & lean	{35EA34CE-EB85-4913-9F8A-0C72BE5CD7FA}	-121.2360242	38.7891178582211334
3	Gray Pine	*Pinus sabiniana*	12.2	54	16	3 Fair - Minor Problems	normal flare, vertical growth, 10 degree lean N, long S vertical lateral, crown mostly N overgrown by tree #2	could retain with pruning to reduce long vertical branch.	{C6B3EC62-B1FB-48E8-90AE-7C2AED8EFCB3}	-121.2360676	38.7891412392249
2048	Interior Live Oak	*Quercus wislizenii*	7.8, 5.7 @3' 13.2	03	12	2 Poor - Major Structure or health problems	co dom at base, included bark, upright growth	could be retained by pruning smaller E 3" leader to E lateral at 8'	{BCCCC14B-C366-4DA0-8093-324AA9C2E47B}	-121.2359312	38.7890947628734
2050	Interior Live Oak	*Quercus wislizenii*	5.5, 5.0	54	12	2 Poor - Major Structure or health problems	co dom at base, included bark, trunk wound both leaders 3-9", upright growth, low foliage	could be retained by pruning smaller N leader to NE&NW lateral at 6'	{AD9647 9D-9778-4DD7-9A77-ADDF69B1E1B4}	-121.2356836	38.7891723987215 6
4	Black Locust	*Robinia pseudoacacia*	13.2	54	19	2 Poor - Major Structure or health problems	buried flare, partially uprooted, leans S 20 degrees growing next to #5	remove	{575FC6C3-01FE-488B-B11F-F94544C73D3D4}	-121.2357885	38.7893627 49976114
5	Black Locust	*Robinia pseudoacacia*	10.3	54	16	2 Poor - Major Structure or health problems	buried flare, partially uprooted, leans E 10 degrees, topped at 1') growing next to #4	remove	{735A1F30-C3C8-4E6B-91A5-2C022CDCD0FE}	-121.2357897	38.7893655752656684
6	Black Locust	*Robinia pseudoacacia*	7	54	12	2 Poor - Major Structure or health problems	normal flare, leans S 10 degrees, trunk wound W at base, co dom at 9', 2.5' S of utility pole	remove	{3FEACE23-A294-4F71-B011-1A35E39AA568}	-121.2357522	38.7894379805 7804

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

Note: Number 4 is directly behind Number 5. All identified trees are to be removed.

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT E
SPECIAL PROVISIONS/BID SCHEDULE DETAIL

The following descriptions of bid items are provided to further describe several items contained in the proposal. It is not the intention of this summary to limit each only to those special work descriptions, but rather show that each item listed shall include everything required, whether specifically enumerated or not, to construct, install or provide, including profit and overhead, the complete item of work.

Total Contract Time is 60 Calendar Days. All quantities and measurements are approximate, and should be field-verified prior to bid submittal.

Unit prices shall include all related costs to perform Bid Items per the Brusca File No. 142-007 report and in accordance with applicable laws and regulations. The report will provide an overview of the site description and background, purpose of the scope of work and spell out the Remedial Removal Plan which was used to create the bid item list.

BID ITEM 1 – MOBILIZATION, STAGING, SITE SECURTITY
Unit price includes all labor, equipment and materials required for mobilization efforts, demobilization and decontamination efforts, establishing and maintaining site security, and determining appropriate site access routes per applicable laws and regulations.

Prior to the remedial work, appropriate site access routes for equipment, trucks, etc. shall be approved by the City's project manager. Additionally, onsite areas for the temporary storage/stockpiling of excavated materials shall be identified. Fencing, barricades or other measures shall be used to prevent the general public from entering work areas containing open excavations or where impacted soils are exposed and/or stored.

BID ITEM 2 – PERMITTING AND TREE REMOVAL
Prior to the remedial soil excavation work, the Contractor shall obtain any required permits for the work, including a grading permit from the City's Planning Department and Oak Tree Removal Permit.

The cost to obtain these permits and remove the identified trees will be included in this bid item.

BID ITEM 3 – STORM WATER POLLUTION PREVENTION PLAN & IMPLEMENTATION
Contractor is responsible for creating, implementing, and maintaining all best management practices (BMPs) necessary to protect the site, and prevent discharge entering into the storm drain or sewer system, and adhering to all applicable laws and regulations.

BID ITEM 4 – DUST CONTROL PLAN & IMPLEMENTATION
Contractor is responsible for creating, implementing, and maintaining all best management practices (BMPs) necessary to adhere to all applicable laws and regulations as required by the Placer County Air Pollution Control District.

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BID ITEM 5 – EXCAVATION & STOCKPILING

Plate maps are included with the Brusca File No. 142-007 report as referenced below. Remedial excavation shall be performed within the three impacted areas shown on Plate 12 with suitable earthwork equipment. Within the central and southwesterly impacted areas, the excavations shall be advanced to depths sufficient to remove the shallow fill materials in those areas (as determined by the environmental professional overseeing the work); as shown on Plate 13, those depths are anticipated to be on the order of one to 1.5 feet.

As shown on Plate 13, the anticipated minimum depths of excavation within the northeasterly impacted area are more variable. The depths of excavation within the northeasterly impacted area shall be determined by the environmental professional overseeing the work and shall be based to some degree on the nature of the materials exposed during remedial excavation. Materials/soil including ash, burn debris, and/or slag shall be assumed to be impacted unless additional testing proves otherwise. As shown on Plate 13, the anticipated minimum depth of excavation within the east portion of the northeasterly impacted area is on the order of three feet, and within the west portion of the northeasterly impacted area on the order of one foot. Within the central portion of the northeasterly impacted area, the anticipated minimum depth of excavation is four feet; depending on conditions encountered during remedial excavation, the actual excavation depth in that area may need to be much deeper.

Considering the materials encountered in the test pits advanced at the site (discussed earlier in this report and shown on Plates 5 through 11), it should be anticipated that the materials remedially excavated from the site will include soils, rock fragments (some of which may be sizable), ash/burn debris, rubbish, plastic materials, wood materials, metal objects, and concrete rubble and/or concrete elements (such as potential remnant foundations). It is possible that other types of materials could be encountered in uncharacterized fills at the site. We also note that a mound of apparent slag material (about 12 feet in diameter and up to about four feet high) is situated within the northeasterly impacted area; this material should be removed for proper offsite disposal in conjunction with the remedial soil removal work.

The excavated materials shall be placed within the designated onsite stockpile area(s). Materials shall be transported from the removal areas to the designated stockpile area(s) in a manner that prevents spillage onto site surfaces. The stockpiled materials shall be covered with plastic sheeting (6 mill minimum) and the plastic sheeting shall be secured as necessary to prevent wind disturbance. Appropriate measures shall be implemented to prevent storm water contact and erosion of stockpiled materials; such measures could include the berming of stockpiled areas if warranted by site conditions.

Once excavation is complete, all vertical edges must be sloped 3:1 or to the satisfaction of the Project Manager.

BID ITEM 6 – LANDFILL ACCEPTANCE & OFF-HAUL

The contractor shall arrange for acceptance of the excavated/stockpiled materials at an

appropriate permitted landfill facility or facilities. Following acceptance, the stockpiled materials shall be completely removed from the property and properly hauled to the accepting landfill facility or facilities.

The stockpiled materials shall be loaded into transport vehicles in a manner that prevents the spilling or tracking of materials. Any material that spills or falls onto the ground shall be immediately placed into the truck or in its original stockpile, and the affected area shall be immediately cleaned up. Transport and disposal shall be performed by a properly licensed contractor at an appropriate pre-approved facility or facilities in accordance with all applicable environmental laws and regulations. Transport manifests and disposal documentation shall be maintained and copies of such documentation shall be provided to the City's project manager.

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT F

City of Rocklin
Mandatory Pre-Bid Meeting Sign-In Sheet
February 19, 2025, 10:00 a.m.

REMEDIATION OF 5255 PACIFIC STREET (BIG GUN SITE)

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
1	Tim Juif	ICS	(209) 216-6770	tjuif@icsinc.tv
2	Felicia Glissman	Glissman Excavating Inc	916-257-8280	Tm@Glissmanexcavating.com ~~Tm@[illegible]~~
3	Eric Roger	Innovative Construction Solutions	925-639-9718	Estimating@ICSInc.TV
4	Carole Martin	Clean Harbors	916 796 6257	martin.carole@cleanharbors.com
5	Holly Mason	Clean Harbors	707.810.9229	mason.holly@cleanharbors.com
6	JEFF ANDERSON	CLEAN HARBORS	279-231-4639	anderson.JEFFREY@CLEANHARBORS.COM
7	GABE MENDEZ	GABE MENDEZ, INC.	(916) 663-3372	gmendezinc@sbcglobal.net
8	Boris Portillo	ETIC	(925) 602-4710 ~~(510)~~	Bportillo@eticeng.com
9	JASON GULBRANSEN	ERRG, INC	916 799 3976	jason.gulbransen@errg.com
10	JUSTIN QUIGGLE	TRIHYDRO	530-263-1685	jquiggle@trihydro.com
11	John Werfal	AIS	510-725-2693	jwerfal@americanintegrated.com
12				

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 2
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the Remediation of 5255 Pacific Street (Big Gun Site)

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

- **Item No. 1:** Clarification on tree removal: Tree stumps can be left in place, material can be chipped and stored on site for use with SWPPP or broadcast on-site once project is complete. Material too large to be chipped must be disposed of off-site.

End of Addendum No. 2

Signature: _____

_____ _____
Company Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 3
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the Remediation of 5255 Pacific Street (Big Gun Site)

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

The **BID OPENING** has been moved from Tuesday, March 4, 2025, at 1:00 p.m. to **Wednesday, March 19, 2025 at 1:00 p.m.** A future addendum will be issued with additional project information.

End of Addendum No. 3

Signature: _____

_____ _____
Company Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 4
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the Remediation of 5255 Pacific Street (Big Gun Site)

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item 1: The Sealed bid has Been updated and is attached as Exihibit A. Please replace the existing Sealed Bid with with Exhibit A.

Item 2: Should Items 5 & 6A,6b,6c all be at 220 tons? No, see updated Sealed bid attached as Exhibit A.

Item 3: Is Off-haul in Item 6, the costs for loading trucks with waste soil? If so, then should this line item be by the ton w/ 2200 tons? No, 6A-E are the line items with associated quantities. No, nothing should be filled infor this linte item. It is a header to line items 6A-6G.

Item 4: Addendum 1, Exhibit B, Schedule of Values, Item No. 6A: The price differences for disposing of impacted soils at a Class I disposal facility can vary widely depending on the disposal type, such as Cal-Haz (non-RCRA haz), RCRA-Haz, RCRA-Haz Direct Burial, RCRA-Haz requiring stabilization, etc. The price difference between these disposal types can vary by hundreds of dollars per ton, but all utilize a Class I disposal facility. For the purposes of bidding, what should contractor assume to be the specific Class I waste disposal classification for Item 6A of Exhibit B? Or, should contractor provide pricing for all typical waste disposal classifications for a Class I facility? If the latter, please provide an updated bid form. We've identified four classifications to be used for bidding purposes for a Class I disposal facility and two for Class II. The bid sheet has been updated to reflect this with an estimated quantity in tons for each item (500 for Class I and 1,000 for Class II). If the environmental inspector identifies other disposal types, regardless of the classification, this will be addressed through the change order process.

Item 5: Addendum 1, Exhibit D, Tree List: Of the 11 trees identified in the table in Exhibit D only three have a "project status" of "remove" and the majority of the trees state the tree could be "retained" given some pruning and/or other treatments. Then on the following page is a figure showing the locations of the trees with a note that states "All identified trees are to be removed." Please confirm that all 11 trees identified on the table in Exhibit D are to be removed. Correct, all 11 trees are to be removed.

Item 6: Addendum 1, Exhibit A, Paragraph 4: Since the City will provide QA/QC and sampling, what is the anticipated maximum turn-around time for the collection,

SUBMIT THIS SHEET AS PART OF YOUR BID
Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

sampling, analysis, and interpretation of stockpile waste characterization and excavation confirmation samples? Currently we are confirming the timeframes and will include the information on an upcoming Addendum.

Item 7: Given that the site boundary was significantly reduced, the plan of execution for the work needs to be revised. Additionally, the expanded list of multiple potential waste classifications will require additional pricing from multiple new waste disposal facilities. To accommodate these changes and additions, we respectfully request a 1-week extension of the bid deadline. Addressed.

Item 8: Please note that wee will be addressing what Environmental Insurance requirements will be necessary in an upcoming Addendum.

End of Addendum No. 4

Signature: _____

_____ _____

Company Date

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT A
CITY OF ROCKLIN

SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Wednesday, March 19, 2025, at the office of the City Clerk 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Remediation of 5255 Pacific Street (Big Gun Site)

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.	Description	Unit	Unit Cost	Estimated Quantity	Amount
1	Mobilization, Staging, Site Security	LS	$	1	$
2	Tree Removal – See Exhibit D	LS	$	1	$
3	Storm Water Pollution Prevention Plan & Implementation	LS	$	1	$
4	Dust Control Plan & Implementation	LS	$	1	$
5	Excavation & Stockpiling	TON	$	2,200	$
6	Landfill Acceptance & Off-Haul	____	_____	_____	_____
6A	Class I Cal-Haz (non-RCRA haz)	TON	$	500	$
6B	Class I RCRA-Haz	TON	$	500	$
6C	Class I RCRA-Haz Direct burial	TON	$	500	$
6D	Class I RCRA-Haz requiring stabilization	TON	$	500	$
6E	Class II - Disposal	TON	$	1,000	$
6F	Class II - Cover	TON	$	1,000	
6G	Class III	TON	$	1,000	$

Total Project Bid, Item Nos. 1 through 6G, shall be (spell out)_____Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

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 calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- CERTIFIED CHECK
- MONEY ORDER
- CASHIER'S CHECK
- BID BOND

AGREEMENT

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

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

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 5
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the Remediation of 5255 Pacific Street (Big Gun Site)

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item 1: Since the City will provide QA/QC and sampling, what is the anticipated maximum turn-around time for the collection, sampling, analysis, and interpretation of stockpile waste characterization and excavation confirmation samples? The maximum turnaround time is estimated to be 7 business days.

End of Addendum No. 5

Signature: _____

_____ _____
Company Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 6
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the Remediation of 5255 Pacific Street (Big Gun Site)

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item 1: Environmental Liability Insurance will be required as a special provision as stated in the General Provisions 3-9.04 D (see below). It will be "Claims Made" and written on a claims-made form.

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.

End of Addendum No. 6

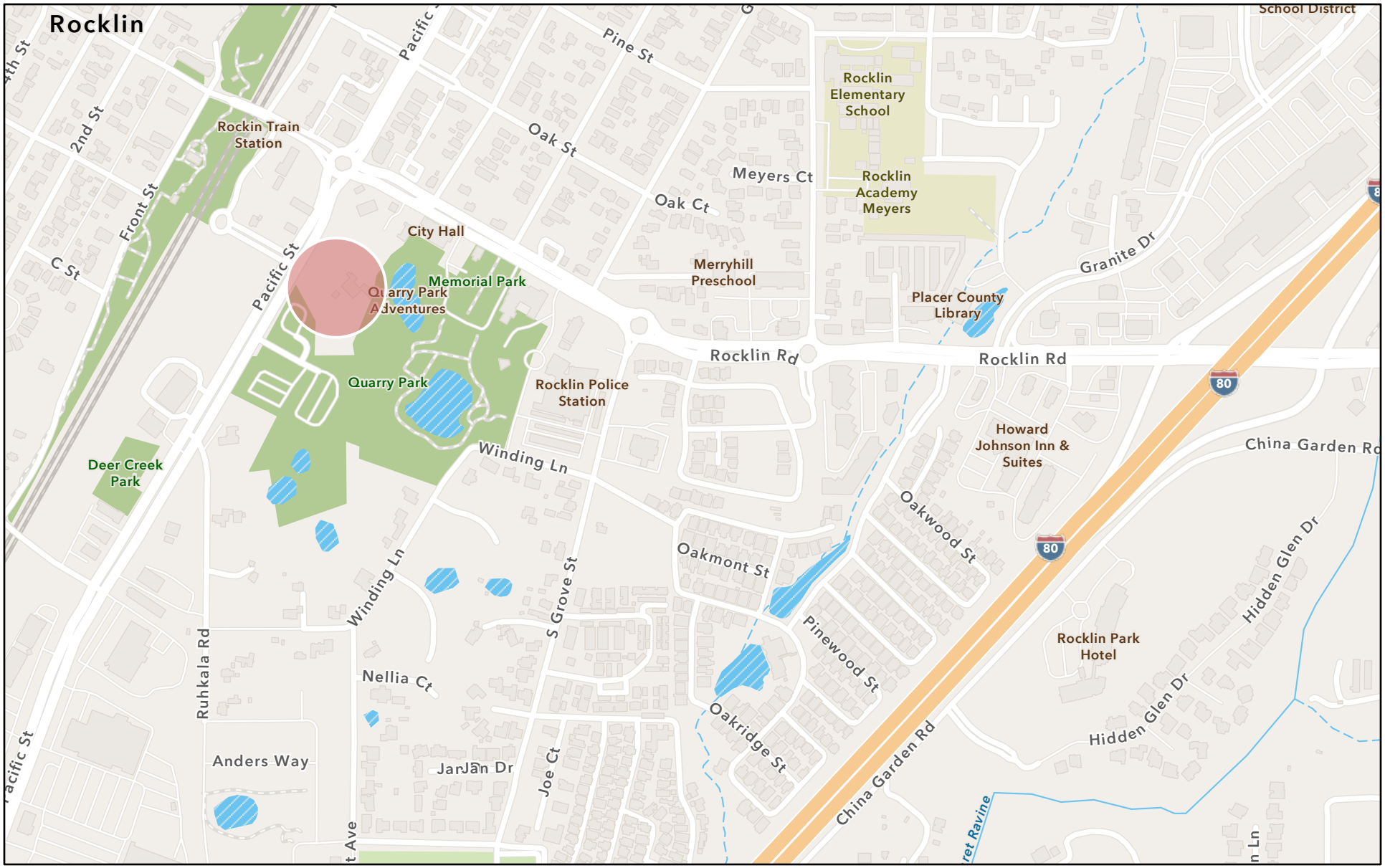
Signature: _____

_____ _____
Company Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

Project Location Map



4/2/2025, 4:55:42 PM

Placer Cities

County Boundary

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, City of Rocklin

City of Rocklin | City of Rocklin, Placer County | Eric and Luke | Esri Community Maps Contributors, City of Rocklin, City of Roseville, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 1 (The Harper)

Date: April 8, 2025

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

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 87), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (The Harper).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 87) (The Harper).

Background:
On February 25, 2025, the City Council adopted Resolution No. 2025-028, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 1 (Annexation No. 87) and to Authorize the Levy of Special Taxes Therein and Set a Public Hearing Date regarding The Harper, an apartment community development property located northwest of the intersection of West Oaks Boulevard and Lonetree Boulevard and south of Atherton Road. A map of the annexation area is included as Attachment 3. A Notice of Public Hearing was published in the Placer Herald on March 7, 2025.

The development of The Harper is conditioned on, among other things, annexation into CFD No. 1. CFD No. 1 provides financing for the operation and maintenance of fire protection and suppression services and paramedic services.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

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

ATTACHMENTS:
1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1
(ANNEXATION NO. 87), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(The Harper)

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

Section 1. The City Council of the City of Rocklin hereby finds as follows:

1. The City Council on February 25, 2025 adopted Resolution No. 2025-028 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 1 (Annexation No. 87) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for fire prevention and suppression services and ambulance and paramedic services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

3. On the date hereof, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

4. At said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

5. Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD;

6. Annexation Map No. 87 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk; and

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation Map No. 87 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention as heretofore adopted by this City Council are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

Section 5. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this City Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on April 8, 2025, in the meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on April 8, 2025 whether received by mail or by personal delivery.

Section 10. This City Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein above specified is established accordingly.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 87)
(The Harper)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on April 8, 2025, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rocklin and obtain another.

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-028 of the City of Rocklin, adopted by its Council on February 25, 2025?	YES:_____
	NO:_____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 19
Property Owner: The Harper, LLC

Name: The Harper, LLC
Address: 855 Lakeville Street, Suite 200
Petaluma, CA 94952

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 87)
(The Harper)

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

Section 1. The City Council of the City of Rocklin finds as follows:

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 1 (Annexation No. 87) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2025-028, the Resolution of Intention.

Section 3. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowner-voter being the qualified electors of the territory annexed to the CFD by more than two-thirds of the qualified electors voting at the special election.

Section 4. Pursuant to the voter approval, the annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this City Council may levy special taxes therein as heretofore provided in these proceedings.

Section 5. It is hereby found that all prior proceedings and actions taken by this City Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 8th day of April, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 87)
(The Harper)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 1 (Annexation No. 87) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 1 Annexation No. 87 Special Tax Annexation Election, April 8, 2025	19	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (Annexation No. 87) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-028 of the City of Rocklin, adopted by its Council on February 25, 2025?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 8th day of April, 2025.

CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk

BOOK___OF COMMUNITY FACILITIES DISTRICT, PAGE___

NOTES

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO.1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CLAIFORNIA" FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF ASSESMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

LEGEND

ANNEXATION BOUNDARY LINE

LOT LINES

ABBREVIATIONS

APN ASSESSOR'S PARCEL NUMBER
M MAPS
PM PARCEL MAP
O.R. OFFICIAL RECORDS
CFD COMMUNITY FACILITIES DISTRICT

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 87 TO COMMUNITY FACILITIES DISTRICT NO.1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE ___ DAY OF _____ 2025, BY ITS RESOLUTION NO. _____.

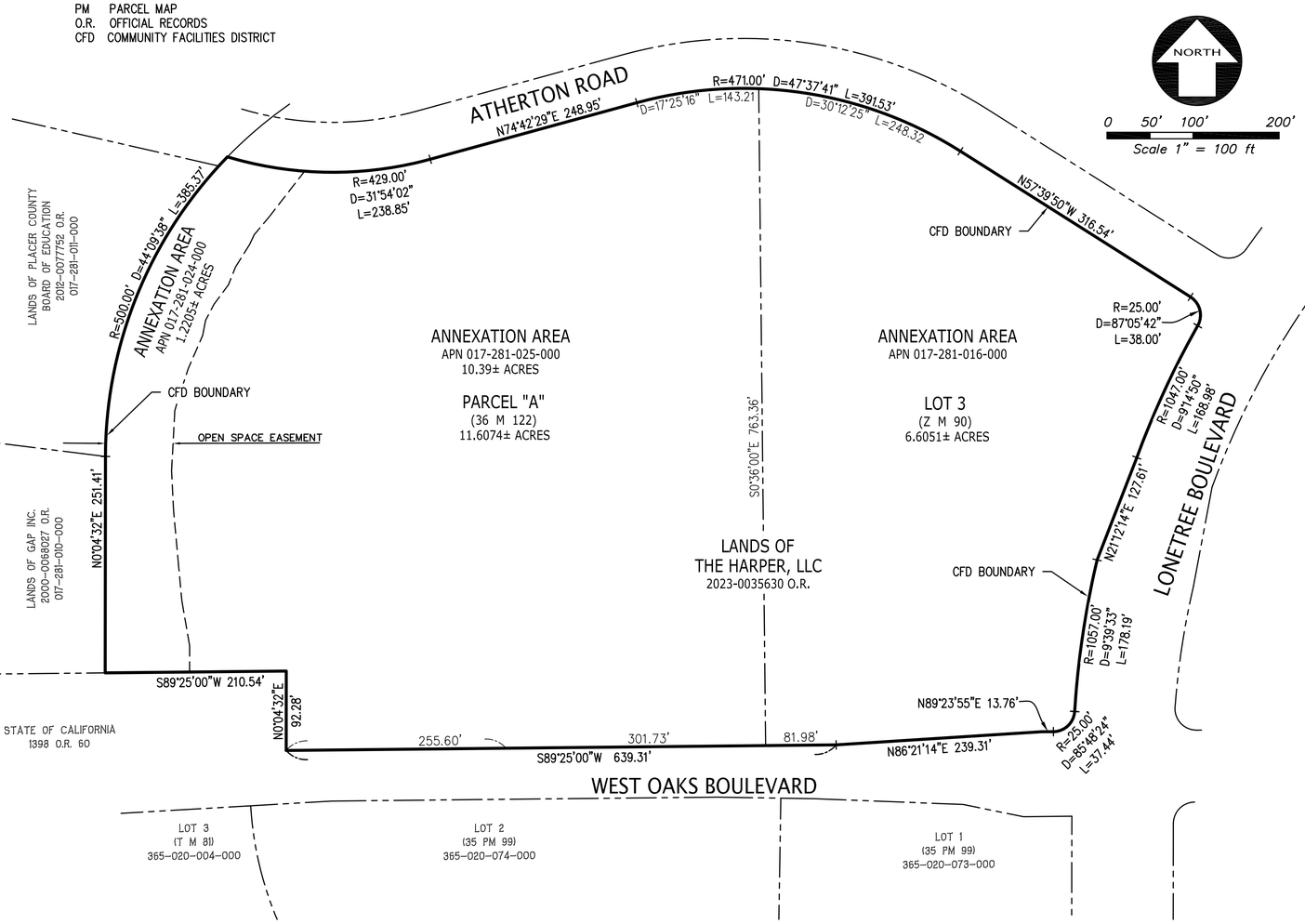
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

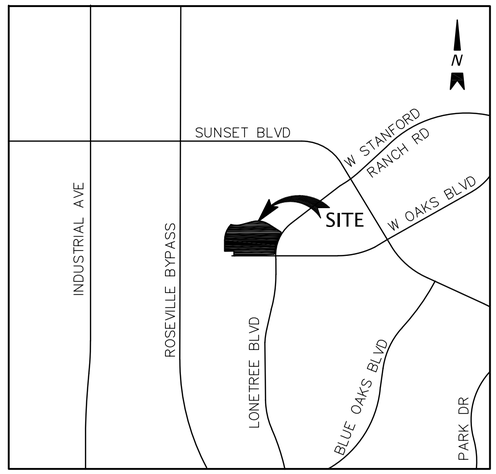
DATE

THE HARPER
ANNEXATION MAP NO. 87 OF
COMMUNITY FACILITIES DISTRICT NO. 1

BEING ALL OF PARCEL "A" AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD ON AUGUST 28, 2024, IN BOOK 36 OF PARCEL MAPS AT PAGE 122, TOGETHER WITH ALL OF LOT 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "ROCKLIN CORPORATE CENTER", FILED FOR RECORD ON OCTOBER 1, 2004, IN BOOK Z OF MAPS AT PAGE 90, ALL OF OFFICIAL RECORDS OF PLACER COUNTY

CITY OF ROCKLIN – COUNTY OF PLACER – STATE OF CALIFORNIA
JANUARY, 2025





VICINITY MAP
NOT TO SCALE

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS_____ DAY OF _____, 2025.

AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

DATE

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____O'CLOCK _.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

BY: _____
DEPUTY

FILE NO._____

FEE: _____

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Annexation Into Community Facilities District No. 5 (The Harper)

Date: April 8, 2025

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

Department: Administrative Services - Finance

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

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 5 (Annexation No. 74), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (The Harper).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 5 (Annexation No. 74) (The Harper).

Background:
On February 25, 2025, the City Council adopted Resolution No. 2025-029, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 5 (Annexation No. 74) and to Authorize the Levy of Special Taxes Therein and Set a Public Hearing Date regarding The Harper, an apartment community development property located northwest of the intersection of West Oaks Boulevard and Lonetree Boulevard and south of Atherton Road. A map of the annexation area is included as Attachment 3. A Notice of Public Hearing was published in the Placer Herald on March 7, 2025.

The development of The Harper is conditioned on, among other things, annexation into CFD No. 5. CFD No. 5 finances the operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Adoption of the attached resolutions will allow special taxes to be levied and collected for CFD No. 5 to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 5
(ANNEXATION NO. 74), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(The Harper)

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

Section 1. The City Council of the City of Rocklin hereby finds as follows:

1. The City Council on February 25, 2025, adopted Resolution No. 2025-029 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 5 (Annexation No. 74) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for operation and maintenance of publicly owned parks, parkways, landscaping and street/parkway lighting, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

3. On the date hereof, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

4. At said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

5. Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD;

6. Annexation Map No. 74 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk; and

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to CFD, as described in said Annexation Map No. 74 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention as heretofore adopted by this City Council are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

Section 5. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this City Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on April 8, 2025, in the regular meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on April 8, 2025, whether received by mail or by personal delivery.

Section 10. This City Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein above specified is established accordingly.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 5 (Annexation No. 74)
(The Harper)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on April 8, 2025, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rocklin and obtain another.

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 5 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-029 of the City of Rocklin, adopted by its Council on February 25, 2025?	YES:_____
	NO:_____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 19
Property Owner: The Harper, LLC

Name: The Harper, LLC
Address: 855 Lakeville Street, Suite 200
Petaluma, CA 94952

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 5 (ANNEXATION No. 74)
(The Harper)

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

Section 1. The City Council of the City of Rocklin finds as follows:

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 5 (Annexation No. 74) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2025-029, the Resolution of Intention.

Section 3. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowner-voter being the qualified electors of the territory annexed to the CFD by more than two-thirds of the qualified electors voting at the special election.

Section 4. Pursuant to the voter approval, the annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this City Council may levy special taxes therein as heretofore provided in these proceedings.

Section 5. It is hereby found that all prior proceedings and actions taken by this City Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 8th day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 5 (Annexation No. 74)
(The Harper)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 5 (Annexation No. 74) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 5 Annexation No. 74 Special Tax Annexation Election, April 8, 2025	19	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 5 (Annexation No. 74) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2025-029 of the City of Rocklin, adopted by its Council on February 25, 2025?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 8th day of April, 2025.

CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk

BOOK___OF COMMUNITY FACILITIES DISTRICT, PAGE___

NOTES

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO.5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CLAIFORNIA" FILED THE 13TH DAY OF SEPTEMBER, 1996, AT THE HOUR OF 2:06 P.M. IN BOOK 3 OF MAPS OF ASSESMENT AND COMMUNITY FACILITIES DISTRICT, AT PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

LEGEND

ANNEXATION BOUNDARY LINE

LOT LINES

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER
M	MAPS
PM	PARCEL MAP
O.R.	OFFICIAL RECORDS
CFD	COMMUNITY FACILITIES DISTRICT

CITY COUNCIL'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 74 TO COMMUNITY FACILITIES DISTRICT NO.5, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A MEETING THEREOF, HELD ON THE ___ DAY OF _____ 2025, BY ITS RESOLUTION NO. _____.

AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

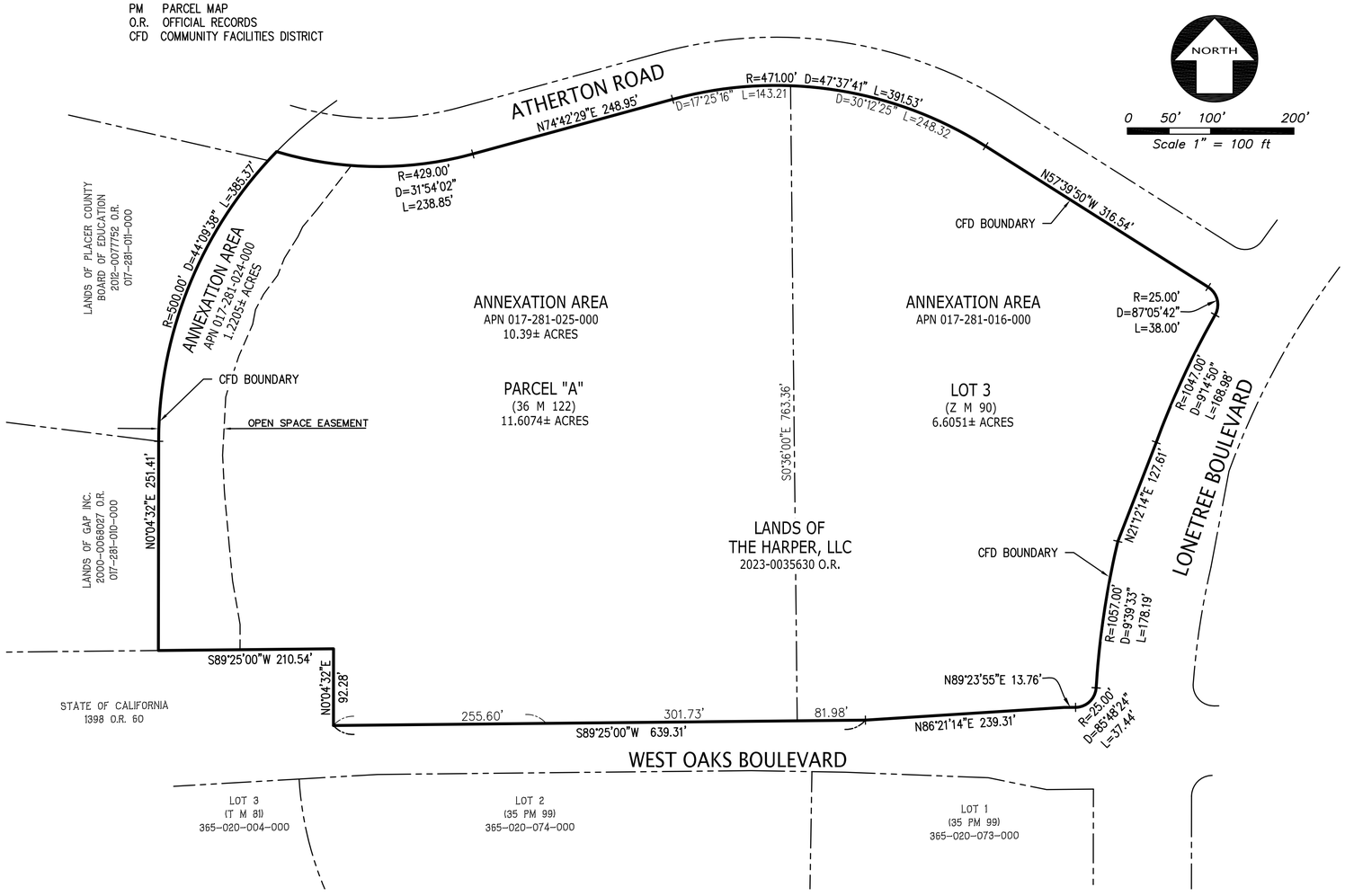
DATE

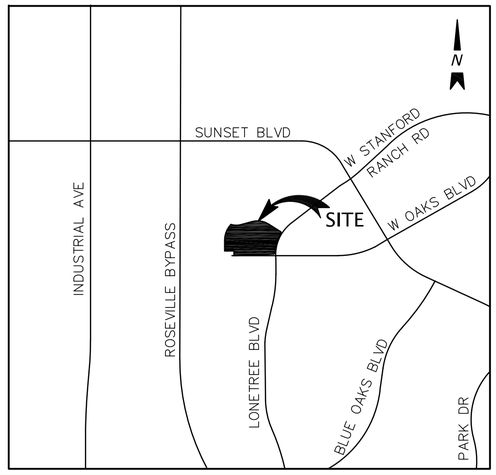
THE HARPER
ANNEXATION MAP NO. 74 OF
COMMUNITY FACILITIES DISTRICT NO. 5

BEING ALL OF PARCEL "A" AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD ON AUGUST 28, 2024, IN BOOK 36 OF PARCEL MAPS AT PAGE 122, TOGETHER WITH ALL OF LOT 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "ROCKLIN CORPORATE CENTER", FILED FOR RECORD ON OCTOBER 1, 2004, IN BOOK Z OF MAPS AT PAGE 90, ALL OF OFFICIAL RECORDS OF PLACER COUNTY

CITY OF ROCKLIN – COUNTY OF PLACER – STATE OF CALIFORNIA
JANUARY, 2025

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com





VICINITY MAP
NOT TO SCALE

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS_____ DAY OF _____ , 2025.

AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

DATE

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____O'CLOCK _.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

BY: _____
DEPUTY

FILE NO._____

FEE: _____

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Police Department Annual Report and Outlook

Date: April 8, 2025

Submitted By: Rustin Banks, Chief of Police
Shawn Baird, Crime Analyst

Department: Police

Recommendation:
Receive a Presentation on the 2024 Rocklin Police Department Annual Report and an Operational Outlook.

Background:
At the City Council Meeting, staff will provide a presentation on the 2024 Rocklin Police Department Annual Report and an operational outlook.

ATTACHMENTS:
1. Police Department Annual Report 2024

2024 ROCKLIN POLICE DEPARTMENT ANNUAL REPORT

ROCKLIN CITY COUNCIL

JILL GAYALDO

MAYOR

DAVID BASS

VICE-MAYOR

ROCKLIN

CALIFORNIA

KEN BROADWAY

COUNCILMEMBER

BILL HALLDIN

COUNCILMEMBER

GREG JANDA

COUNCILMEMBER

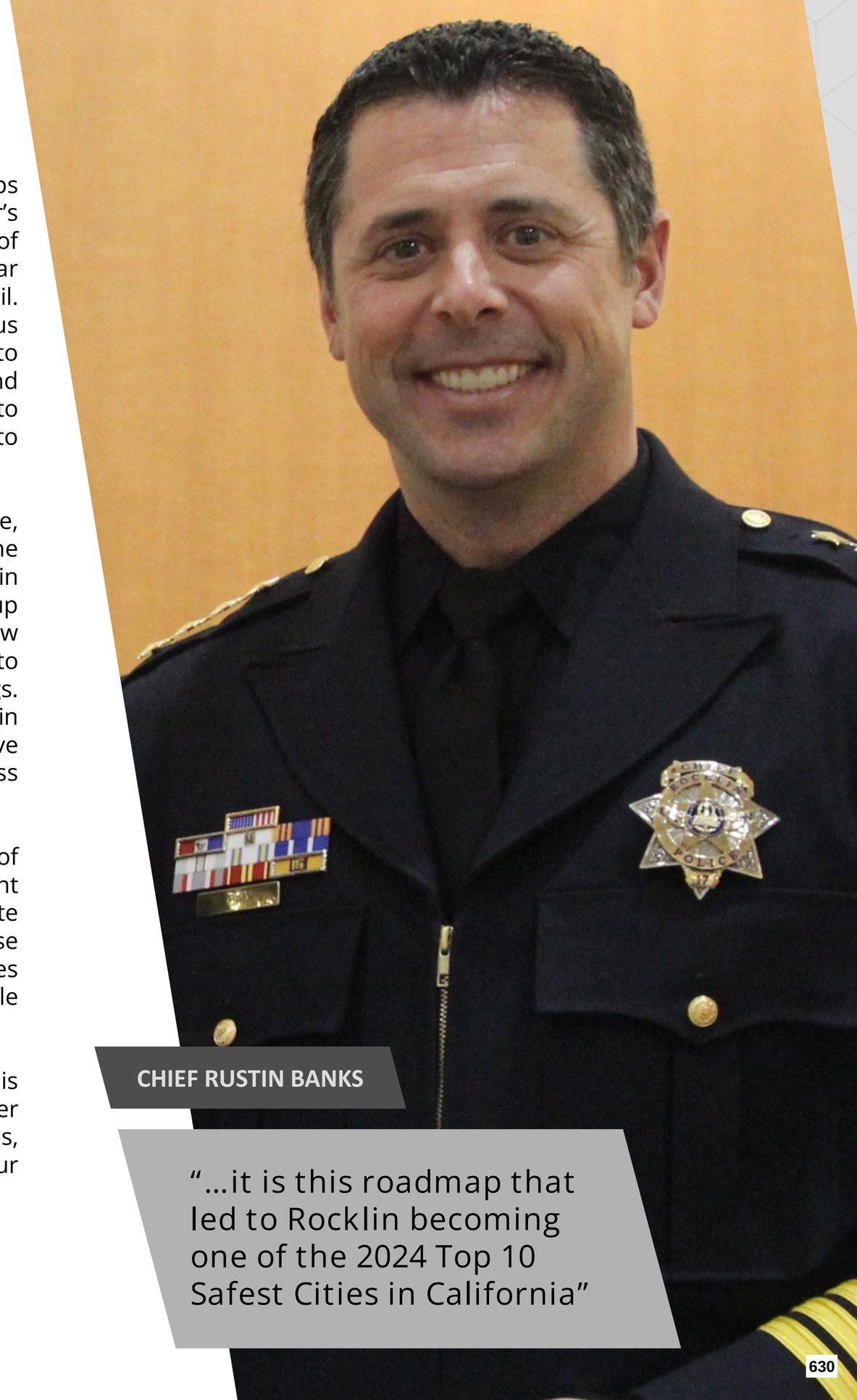
A MESSAGE FROM THE CHIEF

In 2024, the City of Rocklin Police Department exemplified how effective partnerships between law enforcement and the community can lead to remarkable results. This year's annual report details a variety of data, achievements, and insight into the inner workings of the Rocklin Police Department. This was the second year of the City of Rocklin's two-year Strategic Plan, which involved five pillars, or priorities, as determined by the City Council. The Police Department is ingrained into all of the pillars; however, our main area of focus involved the "Safe" pillar for obvious reasons. The Police Department related objectives to this pillar included expanding community partnerships, increasing public education and implementing technology with the goal of making Rocklin even safer for the community to live, work, and play. As I reflect on the past 12 months, it is this roadmap that led to Rocklin becoming one of the 2024 Top 10 Safest Cities in California.

Community policing is designed to accomplish four goals: arrest offenders, prevent crime, solve ongoing problems, and improve the quality of life. Community partnerships are the key to community policing, and in 2024, the Rocklin Police Department heavily invested in our relationships with major retailers, small business owners, Sierra College, Jessup University, Rocklin Unified School District, non-profit organizations, neighboring law enforcement agencies, Placer County and many others. These relationships allowed us to better address issues like retail theft, homelessness, traffic, and fentanyl poisonings. Partnerships, coupled with the hard work of your Rocklin PD staff, have resulted in reductions to response times, overall crime, and homelessness. Our partnerships have also resulted in some increases...increased e-bike safety presentations, fentanyl awareness presentations and enhanced communication with our business community.

The final area of focus from our strategic plan involves the thoughtful implementation of technology in order to protect this community in the safest, most effective and efficient way possible. The City Council approved the addition of six more Automated License Plate Reader (ALPR) cameras in 2024 bringing our grand total to 38 for the city. In 2024, these cameras have played a crucial role in solving everything from property crimes to robberies to kidnappings. Moving forward, we will continue to seek out and implement responsible technology in an effort to keep this community safe.

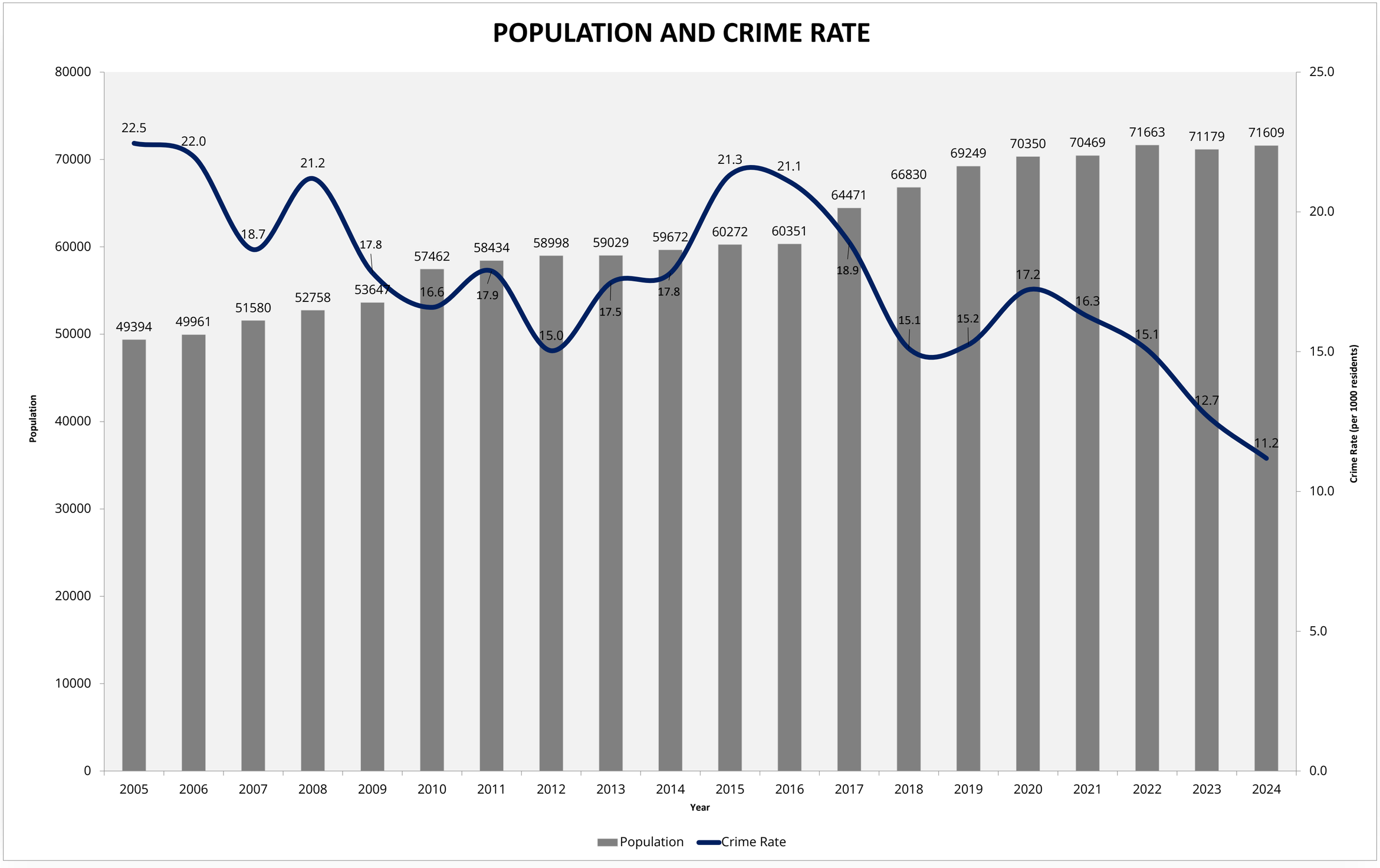
Whether in our lobby, on our streets, or while calling into our Communications Center, it is my expectation that you continue to receive exceptional service anywhere you encounter RPD staff. This is a high bar, but we are able to achieve it because of dedicated employees, good equipment, and our prioritization of training. This has been, and will remain, our playbook to keeping Rocklin safe!

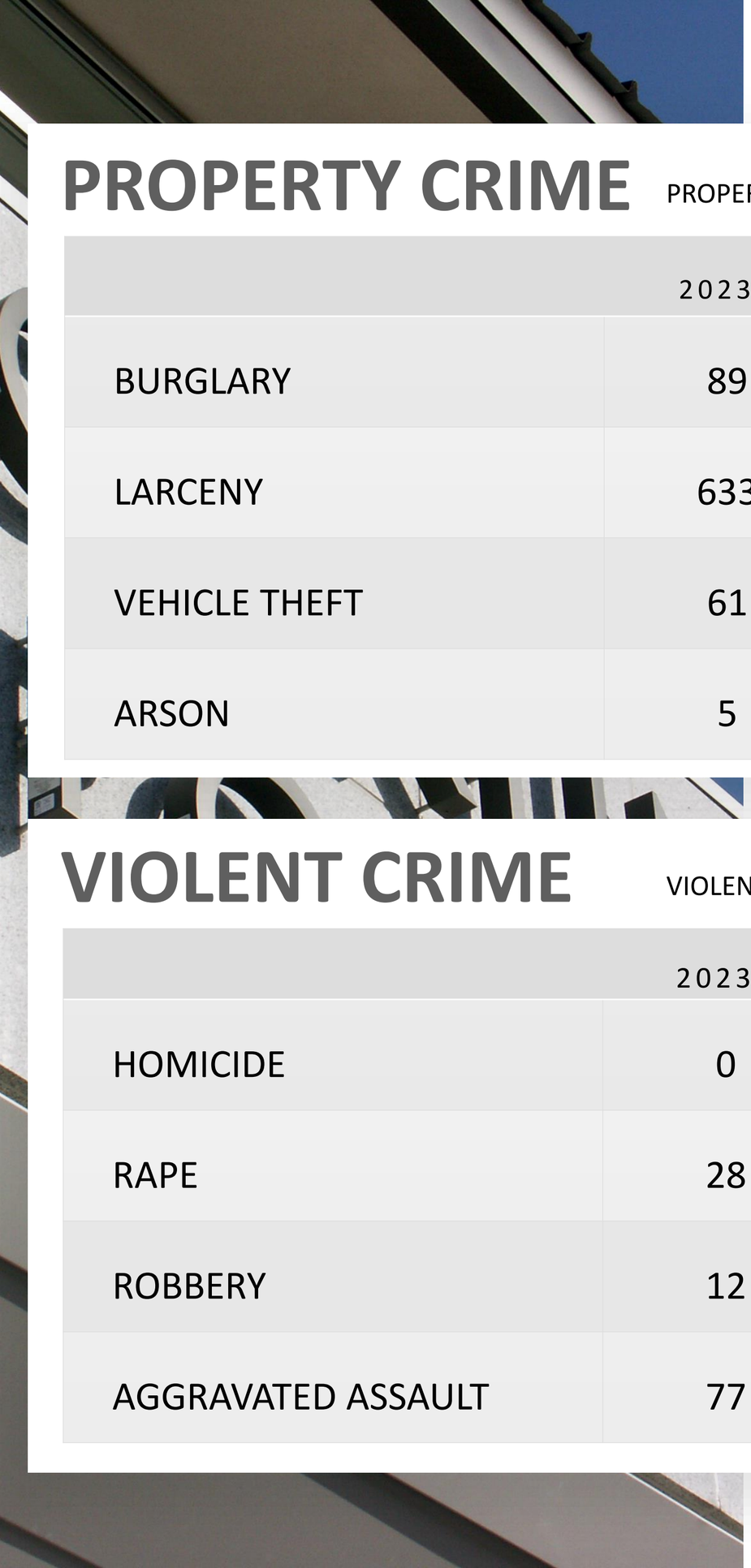


CHIEF RUSTIN BANKS

"...it is this roadmap that led to Rocklin becoming one of the 2024 Top 10 Safest Cities in California"

CRIME STATISTICS





CRIME STATISTICS

PROPERTY CRIME

PROPERTY CRIME DECREASED 14%

	2023	2024
BURGLARY	89	46
LARCENY	633	578
VEHICLE THEFT	61	42
ARSON	5	14

VIOLENT CRIME

VIOLENT CRIME INCREASED 3%

	2023	2024
HOMICIDE	0	1
RAPE	28	24
ROBBERY	12	13
AGGRAVATED ASSAULT	77	83

AGGRAVATED ASSAULT 10%

ARSON 2%

BURGLARY 6%

LARCENY 48%

RAPE 3%

ROBBERY 2%

VEHICLE BURGLARY 24%

VEHICLE THEFT 5%

OVERALL CRIME DECREASED 11% FROM THE PREVIOUS YEAR.

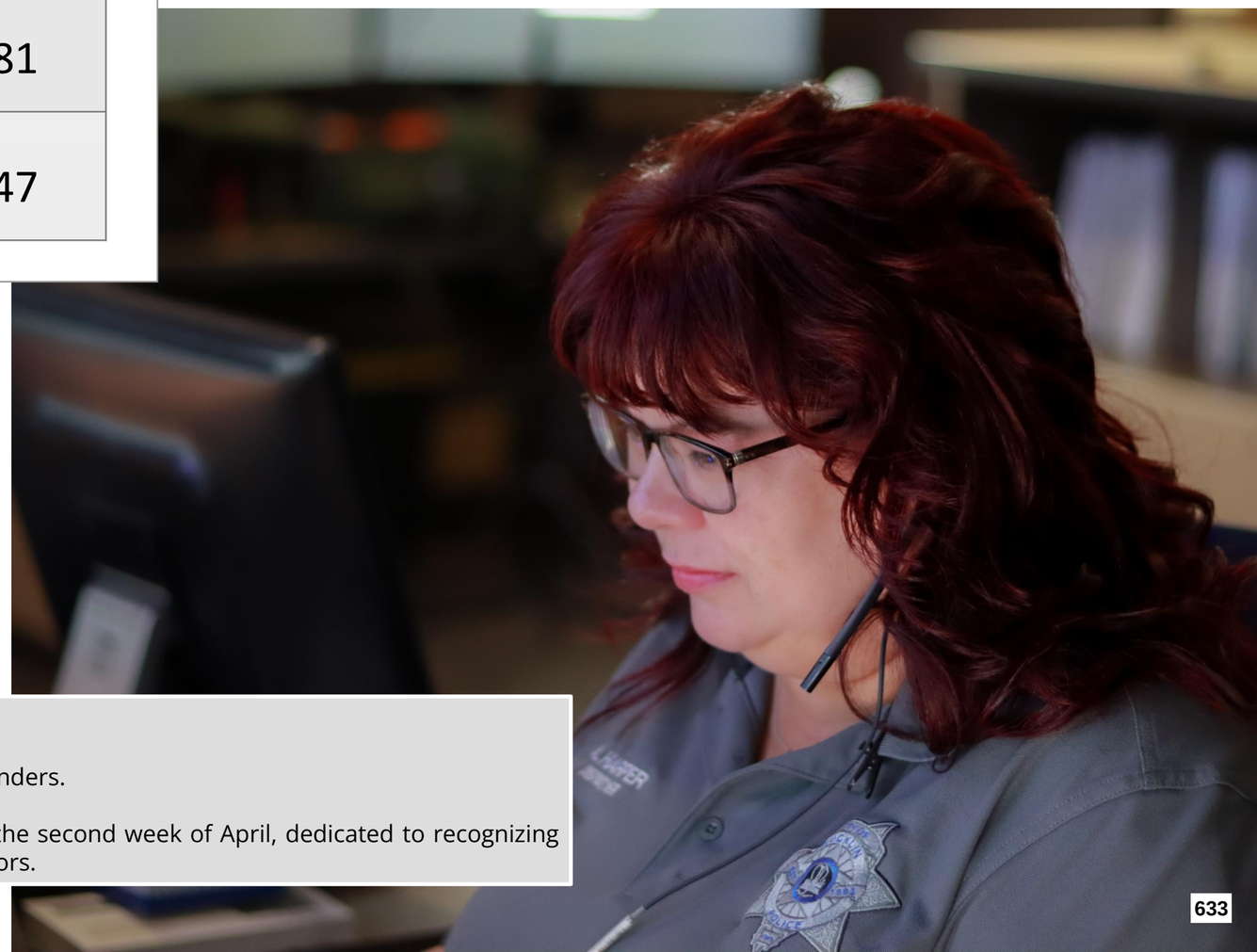
COMMUNICATIONS CENTER

COMM CENTER CALLS BY TYPE		
	2023	2024
BUSINESS CALLS	59,723	55,868
LAW ENFORCEMENT CALLS	30,481	27,437
911 CALLS	18,837	16,690
FIRE CALLS	1,637	1,781
MEDICAL CALLS	4,595	4,547

95.79% OF 911 CALLS WERE ANSWERED WITHIN 15 SECONDS OR LESS

* NATIONAL AVERAGE IS 90% ANSWERED WITHIN 15 SECONDS

In 2024, one of our dispatchers received the prestigious Lifesaving Award from the Placer Law Enforcement Agencies (PLEA) for their exemplary performance. This recognition followed the dispatcher's response to an automated "fall alert" from an Apple Watch through a 911 call. Despite being unable to directly communicate with the watch's owner, the dispatcher's quick thinking and thorough training led them to dispatch the Fire Department as a precautionary measure. Upon arrival, emergency responders accessed the residence and provided urgent care to the individual who had fallen. This act highlights the indispensable role dispatchers play in ensuring community safety and a swift emergency response.



THE COMMUNICATIONS CENTER ANSWERED 72,558 CALLS DURING THE YEAR.

Dispatchers are essential to emergency response, playing a pivotal role that goes beyond answering calls. With expertise and precision, they extract crucial information, prioritize urgent actions, and ensure seamless coordination between police and fire services. Tasked with managing intricate communication systems, dispatchers offer reassurance to distressed callers while providing vital support to emergency responders. Their dedication and professionalism are integral to safeguarding our community and maintaining public safety.

DID YOU KNOW?

Dispatchers serve as the initial point of contact when calling 9-1-1, categorizing them as First Responders.

April celebrates National Public Safety Telecommunicators Week. This observance takes place in the second week of April, dedicated to recognizing and expressing gratitude for the dedication, service, and sacrifices of public safety telecommunicators.

PATROL

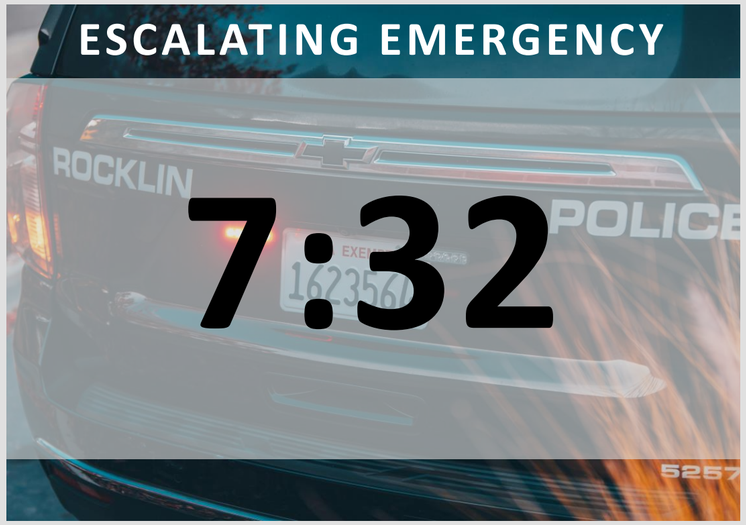
UNITS RESPONDED TO 48,918 TOTAL CALLS FOR THE YEAR

27,437 COMMUNITY GENERATED CALLS FOR SERVICE

21,481 OFFICER INITIATED ACTIVITY

PRIORITY 1

PRIORITY 2



PRIORITY 3

INCIDENT RESPONSE TIMES – DISPATCHED TO ARRIVAL

The Patrol Division is the largest and most visible unit of the Department. Patrol officers often serve as the public's first point of contact with city services, playing a key role in fostering community relationships and safety. Their work directly aligns with our Department's mission: "To Serve, Protect, and Promote a Safe Community."

The team consists of 27 officers, five corporals, five sergeants, and one lieutenant, all led by the Operations Captain. Officers are assigned to one of six patrol teams that provide continuous coverage throughout the year.

The City of Rocklin is divided into 28 reporting districts and four primary beats, allowing officers to develop familiarity with their areas. This structure helps them engage effectively with residents and address community concerns, fostering overall safety.

PATROL

In 2024, the Department's real-time unit, the Rocklin Intelligence Center (RIC), expanded its license plate reader (ALPR) network by adding six new camera locations.

The RIC provided crucial support to both patrol and investigations units, assisting with nearly 100 information requests, in both real-time and post-incident investigations. This initiative has become an invaluable tool for enhancing public safety.

321
FELONY ARRESTS

759
MISDEMEANOR ARRESTS

1,080
TOTAL ARRESTS

4,562
TRAFFIC STOPS

490
TRAFFIC COLLISION REPORTS

100
RIC REQUESTS FOR INFO

3,287
CITATIONS WRITTEN

6,213
CASE FILES & SUPPLEMENTS

27,437
CALLS FOR SERVICE

21,481
OFFICER INITIATED ACTIVITY

67
TOTAL SWORN OFFICERS

48
RIC ALPR ASSISTS

COMMUNITY SERVICE OFFICERS (CSO)

THREE CSO UNITS RESPONDED TO 3,861 CALLS AND COMPLETED 665 CASES

2,551 CALLS FOR SERVICE
1,310 OFFICER INITIATED ACTIVITY

UNMANNED AIRCRAFT SYSTEMS (UAS)

219 DRONE DEPLOYMENTS

Our Unmanned Aircraft System (UAS) program continues to grow. Team members deployed for 128 various incidents, including thefts, traffic stops, missing persons, and external agency assists, the UAS team conducted a total of 219 flights. With 16 trained pilots holding FAA Part 107 certifications, the program enhances our ability to respond to a wide variety of emergency situations.

PATROL

K9

TWO K9 UNITS HAD 42 DEPLOYMENTS FOR THE YEAR AND APPREHENDED 13 SUBJECTS

The K9 team, in conjunction with the Patrol Division, also supports our local law enforcement partners, assisting with evidence searches, person searches, and building searches, helping to keep our community safe.

COMMUNITY ORIENTED POLICING and PROBLEM SOLVING (COPPS)

83
CAMP COMPLAINTS

65
SHOPLIFTING CASES

299
ARRESTS

9
BLITZ OPERATIONS

The COPPS Unit continues to take a thoughtful and data driven approach to problem solving any quality of life issues in the city. The unit maintains strong relationships with community and law enforcement partners, helping achieve favorable outcomes for the unhoused population through outreach services. Whether addressing organized retail theft, business inspections for permitting purposes, quality of life issues, or assisting patrol, they can be found delivering a high level of service to the community.

In assistance with regional loss prevention and law enforcement partners, the two Officer team and their Sergeant conducted nine blitz operations (strategic concentration of resources) in and near Rocklin's shopping districts to apprehend and deter would-be criminals and organized retail theft during busy shopping seasons.

They coordinated efforts with City Code Enforcement and Placer Health and Human Services to address unhoused campsites and blight. In total, 42 outreach referrals were made, 83 camp complaints were received and 66 sites were cleared of debris.

COPPS UNITS RESPONDED TO 2,268 CALLS FOR SERVICE

926 COMMUNITY GENERATED CALLS FOR SERVICE
1,342 OFFICER INITIATED ACTIVTY

AND ASSISTED PATROL AS A SECONDARY UNIT ON 662 CALLS

In 2024, the COPPS Unit continued its successful partnership with the Placer County Probation Department utilizing the Placer County Probation Outreach Vehicle (POV) to create opportunities for the unhoused population to engage in services by connecting them with resources for finances, housing, medical care and other services, helping improve lives across our city.

TRAFFIC

120
INJURY COLLISIONS

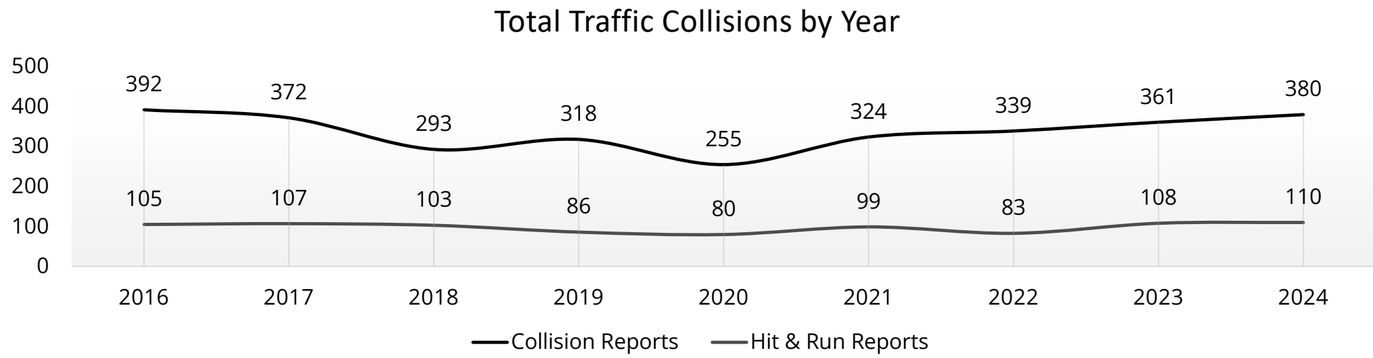
370
NON-INJURY COLLISIONS

Throughout the year, the Traffic Unit conducted numerous directed enforcement operations. Specifically, in the Boulder Ridge Park area, addressing concerns such as speeding, loud music, fireworks, and other disruptive behaviors.

Traffic and patrol units responded to more than 260 traffic complaints in the area for the year, as well as conducting officer initiated activity to prevent quality of life issues. Volunteers also played a key role by checking the park after hours and issuing citations for vehicles parked in no-parking zones along Park Dr.

The Traffic Unit successfully applied for and received an Office of Traffic Safety grant, which funded the purchase of a Mobile Command Trailer.

This fully equipped trailer includes wireless network technology, virtual desktop computers, televisions, cradle point access, and essential patrol tools, allowing both patrol officers and dispatchers to remain connected during command post events, call-outs and critical incidents. The trailer was first used during the department's DUI checkpoint in December.



TOTAL TRAFFIC COLLISIONS INCREASED 4%

IN THE COMMUNITY

JANUARY
PLACER COUNTY MLK FAMILY MARCH

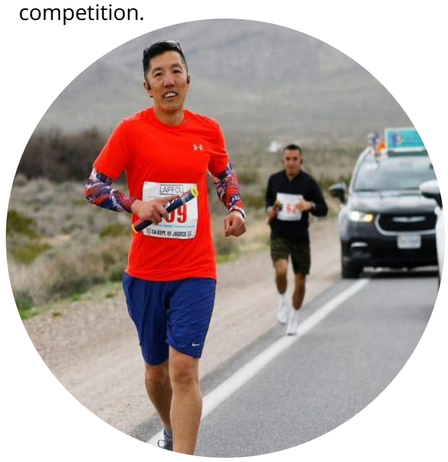
Annual walk to celebrate Dr. King's legacy and renew the commitment towards building a community in which everyone belongs.

FEBRUARY
STORYTIME AT THE STATION

Fun for Kindergarten - 2nd grade aged children to listen to stories read by police officers.

MARCH
BAKER TO VEGAS

Baker to Vegas starts in Baker, California and ends in Las Vegas, Nevada. For the last 35+ years, law enforcement officers from around the world run the race each spring in the spirit of teamwork, camaraderie, physical fitness and competition.



APRIL
CIVIC CELEBRATION

This event showcases the work of city departments, offering interactive displays such as vehicles from the Police and Fire Departments and equipment from the Public Works Department. Residents can learn about upcoming projects, volunteer opportunities, and ways to get involved in the city.

MAY
QUARRY TRAILS COMMUNITY HELPERS

JUNE
DEPARTMENT HONORS AND AWARDS

Annual Department ceremony to honor PD employees for their accomplishments and contributions.

JULY
MADD AWARDS
Mothers Against Drunk Driving (MADD) acknowledges the efforts of law enforcement personnel for their annual arrests of impaired drivers.

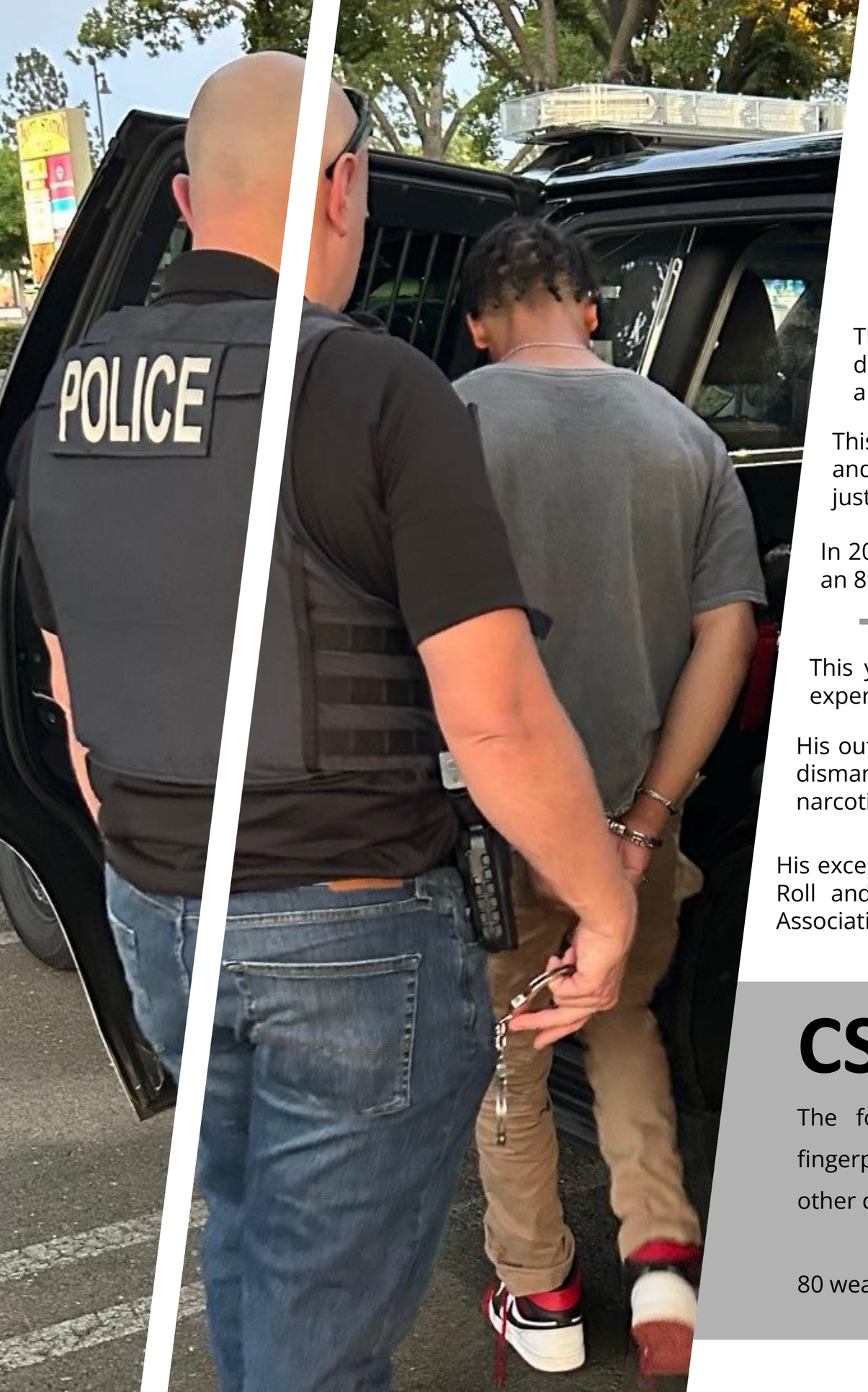
AUGUST
NATIONAL NIGHT OUT
National Night Out is a nationwide, annual event designed to strengthen neighborhood spirit and unity.

SEPTEMBER
PATRIOT DAY
An annual event honoring those who serve and in remembrance of those who lost their lives on 9/11.

OCTOBER
COFFEE WITH A COP
Bringing together police departments and the community to discuss issues and learn more about each other.

NOVEMBER
PLEA AWARDS
Placer Law Enforcement Agencies annual award ceremony that honors the valor and distinguished service of its employees.

DECEMBER
SHOP WITH A COP
Shop with a Cop is a program that rewards children, ages 5 to 18, with the opportunity to purchase clothing and other necessities while shopping with a police officer.



INVESTIGATIONS

257
NEW CASES INVESTIGATED

40
ARRESTS

The Rocklin Police Investigations Unit is a distinguished team comprised of general detectives, an auto theft detective, two narcotics detectives, a forensic specialist, and a crime analyst.

This adept unit collaborates extensively with Patrol, various Placer County agencies, and other local law enforcement partners to meticulously investigate cases and uphold justice.

In 2024, three detectives and their Sergeant impressively managed 257 cases, achieving an 89% clearance rate.

This year, the TRIDENT team narcotics detective was recognized as one of the leading experts in narcotics investigations within the state.

His outstanding contributions have earned him multiple awards, including recognition for dismantling transnational criminal organizations that trafficked large quantities of narcotics throughout the Central Valley and the nation.

His exceptional work led to his inclusion in the prestigious 3rd District Congressional Honor Roll and distinction as Officer of the Year by the International Narcotics Interdiction Association.

CSI

The forensic specialist examined 810 total fingerprints, processed 76 identifiable fingerprints with 35 matches, linked seven firearms to suspects, and/or connected them to other crimes via the National Integrated Ballistics Information Network (NIBIN).

80 weapons were test fired and entered into the NIBIN database.

PROPERTY & EVIDENCE

3,996
NEW EVIDENCE
ITEMS BOOKED

The Property and Evidence Unit is maintained by one full-time technician and two part-time technicians. This Unit handles all evidence, safekeeping, found and destruction items, not only for the Police Department, but for several other task forces.

With the hiring of two additional part-time employees this year, it helped reduce the response time for requests from the Placer County District Attorney's Office and Patrol. In turn, it allowed the Unit to provide customer service to the public in a more timely manner and process items from adjudicated cases.

Evidence technicians began the process of entering all booked firearms into the ATF's eTrace database. Currently, all handguns in evidence have been entered.

CRIME ANALYSIS

The Crime Analysis Unit, consisting of one full-time analyst within Investigations, is responsible for monitoring crime trends, conducting statistical analysis, mapping incidents, and sharing intelligence with Patrol, external agencies, and the community.

In 2024, the Unit also conducted a beat analysis to ensure balanced workloads and consistent response times throughout the city.

Additionally, our Crime Analyst has taken a leadership role in our Rocklin Intelligence Center (RIC) as we further our real-time response capabilities.

RECORDS

The Records Unit is a vital component of our Department, providing a broad range of essential services, including data entry, handling records requests, fingerprinting, and issuing permits. Their unwavering commitment and attention to detail ensure the smooth and efficient operation of the Department.

The Records Unit plays a critical role in advancing our mission by carefully managing files, maintaining records, and organizing sensitive information. Their work ensures that vital information is readily accessible, supporting both field officers and the community we serve. Their contributions are essential to our overall success and the safety of the community.

6,204
DOCUMENTS RELEASED

774
FRONT COUNTER CUSTOMERS

333
LIVE SCANS PROCESSED

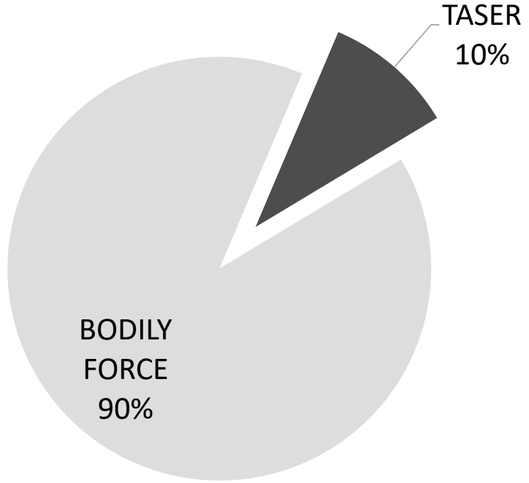
To streamline the process for massage permits, the application is now available on the city website. Applicants can now update their information, pay, and upload documents right from their home or use the new kiosk in the Police Department lobby. The Records Unit can now communicate with applicants, provide digital business permits and offer updates on their submissions. This new process has created a more organized and cohesive process for Records.

PROFESSIONAL STANDARDS

The Rocklin Police Department Professional Standards Unit is committed to identifying misconduct that discredits the organization and decreases police legitimacy within the community we serve. We are dedicated to completing thorough and timely investigations in order to ensure that our employees consistently carry out their duties with dignity and respect.

2 FORMAL COMPLAINTS REPRESENTS LESS THAN .01% OF THE MORE THAN 48,918 CALLS RESPONDED TO BY PATROL FOR THE YEAR.

USE OF FORCE TYPES



FORCE WAS USED 10 TIMES DURING 2024

Of the times force was used, bodily force was used 9 times, and taser was used 1 time.

YOUTH SERVICES

ROCKLIN UNIFIED

85 CALLS FOR SERVICE
616 OFFICER INITIATED ACTIVITY

701 TOTAL CALLS

72 CASES GENERATED

Calls for service increased 16%

Officer initiated activity decreased 16%

SIERRA COLLEGE

20 CALLS FOR SERVICE
243 OFFICER INITIATED ACTIVITY

263 TOTAL CALLS

9 CASES GENERATED

Calls for service decreased 81%

Officer initiated activity decreased 45%

The Rocklin Youth Services officers are committed to ensuring a safe learning environment for students and staff at Rocklin Unified Schools and Sierra College. These officers excel in providing both guidance and personal mentorship, aiding students in their developmental journey. Their work also focuses on building positive community relationships, improving conflict resolution skills, and fostering leadership qualities in students.

The primary mission of this distinguished unit is to empower students to make well-informed decisions, remain dedicated to their educational pursuits, and mature into constructive contributors to society. To further this mission, initiatives like the Junior Police Academy, Shop with a Cop, and Rocklin Police Activities League (RockPAL) CrossFit are implemented, highlighting the unit's dedication to the comprehensive growth of students.

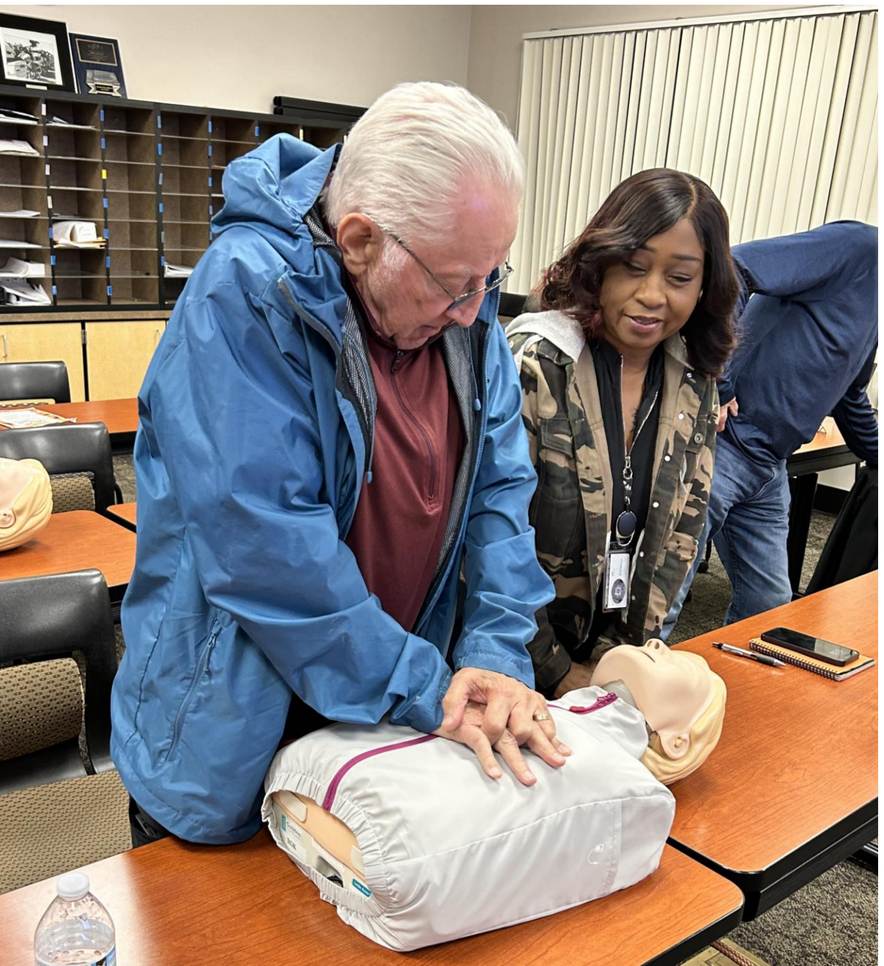
In partnership with the Rocklin Unified School District, we aimed to educate students on proper uses of e-bikes after growing concerns in the community. We created social media campaigns, educational videos and pamphlets, and the Traffic Unit and School Resource Officers conducted assemblies at the middle and high schools to further this goal. Traffic also routinely used directed enforcement after school to inform e-bike riders about the rules of the road.

VOLUNTEERS

Volunteers are an essential component to the success of the Police Department, seamlessly integrating a myriad of functions to enhance our community's safety and well-being. This year, their remarkable versatility and dedication have been particularly evident. Beyond their regular duties, our volunteer team has played a pivotal role in numerous major events, including critical Volunteer Emergency Response Team (VERT) activations, showcasing their readiness to respond when the community needs them most.

They've expertly managed traffic control for multiple special events, ensuring public safety and event success. Additionally, their invaluable assistance with patrol training events and substantial contributions to the department's DUI checkpoints have not only augmented our operational capabilities but have also underscored the indispensable role they play in our Department's achievements. Their commitment and hard work throughout the year highlight the success and impact of our Volunteer team, making them a pillar of our Department's continued excellence.

58 VOLUNTEERS PERFORMED MORE THAN 5,228 HOURS OF SERVICE SAVING THE CITY $175,086



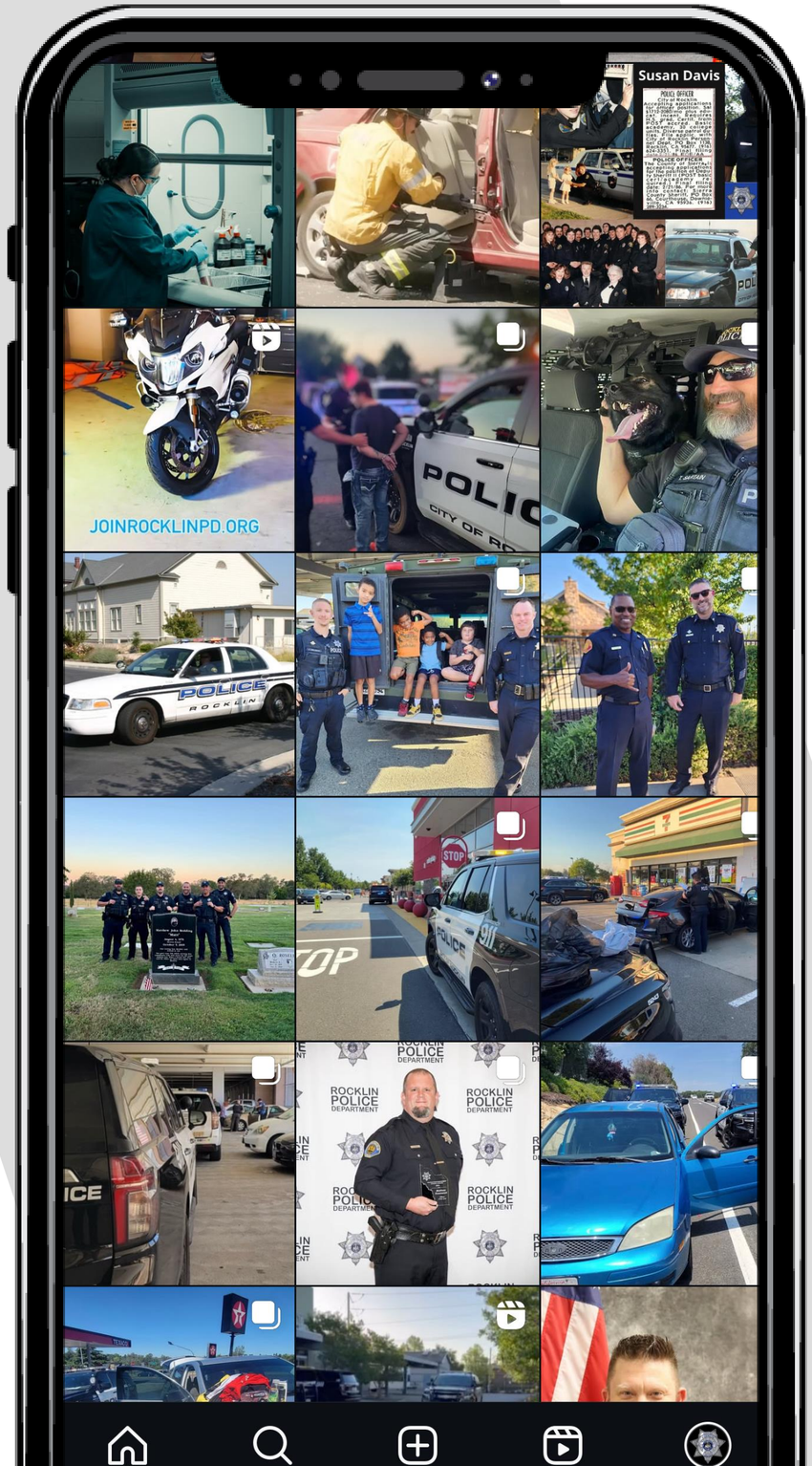
DID YOU KNOW?

Our dedicated Police and Fire Volunteers are certified to inspect your car seat installation for safety! They have undergone a comprehensive 40-hour Buckle Up Baby training course, where they master the latest car seat safety protocols and installation techniques. To give you peace of mind, we proudly offer this vital service free of charge. Simply schedule an appointment with the program coordinator to ensure your little one's car seat is installed correctly and securely.

VOLUNTEER ACTIVITIES

- **6** VERT CALL OUTS
- **85** COURTESY NOTICES ISSUED
- **241** VACATION CHECKS
- **40** BUCKLE UP BABY INSTALLS
- **330** SCHOOL CHECKS
- **460** 72 HOUR NOTICE FOLLOW-UPS
- **128** NEIGHBORHOOD WATCH GROUPS
- **4,481** BUSINESS CHECKS PERFORMED
- **1,897lbs** DRUG TAKE BACK
- **265** CHILDREN FINGERPRINTED BY CHILD ID

SOCIAL MEDIA

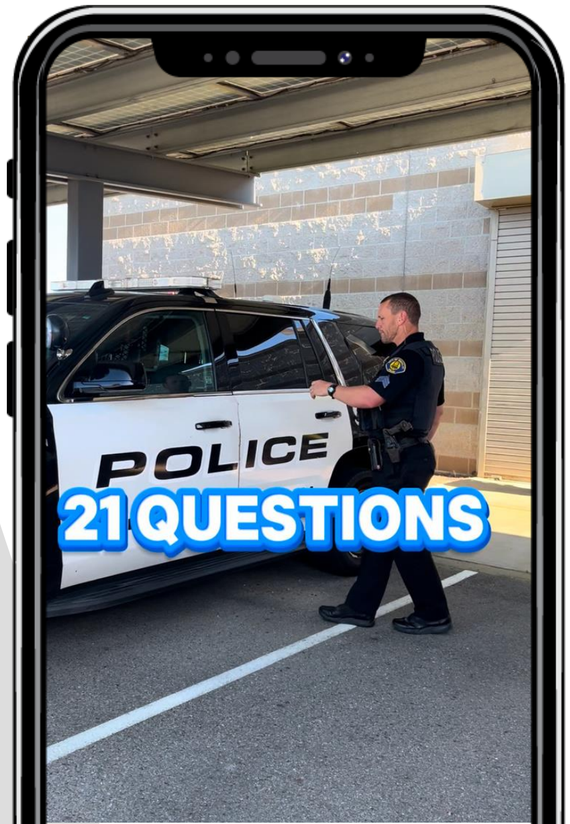


CONNECTING WITH OUR COMMUNITY

Rocklin PD has successfully leveraged social media to enhance community engagement and improve transparency. We have expanded our reach across Facebook, Instagram, X (formerly Twitter), and Nextdoor, using these platforms to share real-time updates, safety alerts, and positive stories. Our proactive approach has allowed us to foster meaningful interactions with the community and create a stronger connection with our residents. Our overall following increased 6% for the year.

Rocklin PD also incorporated video storytelling through our popular “21 Questions” series, virtual ride-alongs, and weekly crime reports.

We remain dedicated to keeping our community informed and involved.



FOLLOW US

AT A GLANCE

1,080
ARRESTS

11
NEW HIRES

42
K9 DEPLOYMENTS

48,918
CALLS FOR SERVICE

4,547
MEDICAL CALLS

10
USE OF FORCE INCIDENTS

11.1
CRIME RATE

66
SITES CLEARED

490
COLLISION REPORTS

3,287
CITATIONS ISSUED

4,054
REPORTS COMPLETED

97
TRAFFIC COMPLAINTS

810
FINGERPRINTS ANALYZED

12%
OVERALL CRIME DECREASE

71
ANIMAL CITATIONS

71,609
CITY POPULATION

5,228
VOLUNTEER HOURS

2
CATALYTIC CONVERTER THEFTS

1,781
FIRE CALLS

3
STAFF RETIREMENTS

604
SUSPECTED CHILD ABUSE REPORTS PROCESSED

IN THE COMMUNITY

SCOTT YUILL

ROCKLIN BUSINESS OWNER

"As a business owner in Rocklin for 36 years and one honored to have served in an elected position for 12 years, I can confidently say our community is truly exceptional with qualities rarely found elsewhere. Much of this exceptionalism stems from the professionalism and dedication of our men and women in the Rocklin Police Department. Our citizens appreciate the department's transparency, witness officers' active engagement throughout the community, and recognize their law enforcement's respect consistently shown them. In return, our citizens hold deep respect and trust for their police. This mutual respect and positive influence it brings may be hard to capture in statistics or reports, but those who live and work here know inherently how special our community is because of it."

ROBIN TRIMBLE

ROCKLIN CHAMBER OF COMMERCE CEO

"We have an active and vibrant business community in Rocklin. Our business community values our relationship with Rocklin Police Department and the high professional standards the department holds for their officers in the community. Rocklin Police Department demonstrates their commitment to the business community in a number of ways – including proactively securing the police substation to serve business on the west side of town and through the proactive presence of the Community Oriented Policing and Problem Solving (COPPS) unit. In addition, the Rocklin Police Department team fosters strong community relationships with their highly acclaimed volunteer program – actively providing support at community events, in addition to checks on small businesses, school and parks. Rocklin Police Department leads with a goal focused on public safety and high quality of life for the residents and businesses that call Rocklin home."

ROGER STOCK

ROCKLIN UNIFIED SUPERINTENDENT

"The Rocklin Unified School District and the Rocklin Police Department share a strong partnership built on mutual trust and collaboration at all levels to ensure the safety of students, staff, and schools. Rocklin PD's commitment to open communication and community engagement strengthens trust among our students, families and staff. This unified approach fosters a safe learning environment that allows our students to thrive."

RPSF

JEREMY CAPPALO

RPSF PRESIDENT

"A city is only as good as those who care for it. The City of Rocklin is and will continue to be one of America's finest cities because of the people that wear its name on their badge and the citizens that continually stand up to support them. The RPSF is proud to be a part of that formula and help our community fund the projects that keep our first responders safer and work hard to make our community better every day."

Mission: The Rocklin Public Safety Foundation (RPSF) is a 501(c)(3) nonprofit organization that exists to support and enhance the Police and Fire Departments in the city of Rocklin, California. The purpose of our charter is to provide Rocklin's Police and Fire Departments with funding for essential items that are not always covered by the City's budget.

CITY OF ROCKLIN EST. 1893 POLICE

CITY OF ROCKLIN 18 93 POLICE

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CALIFORNIA

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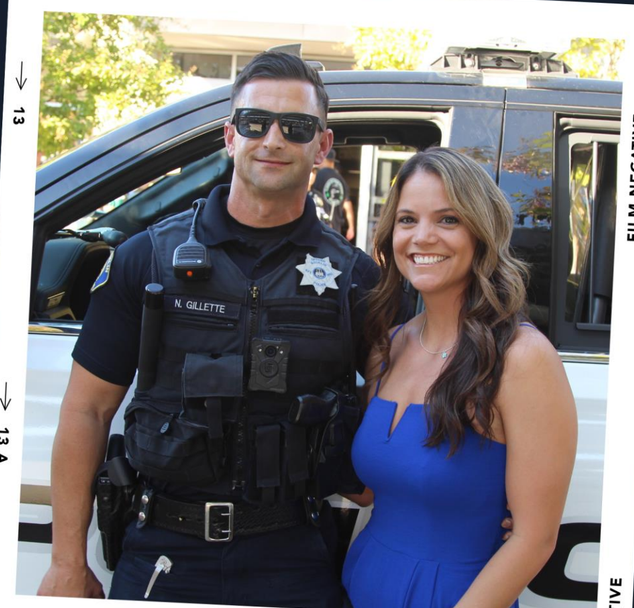

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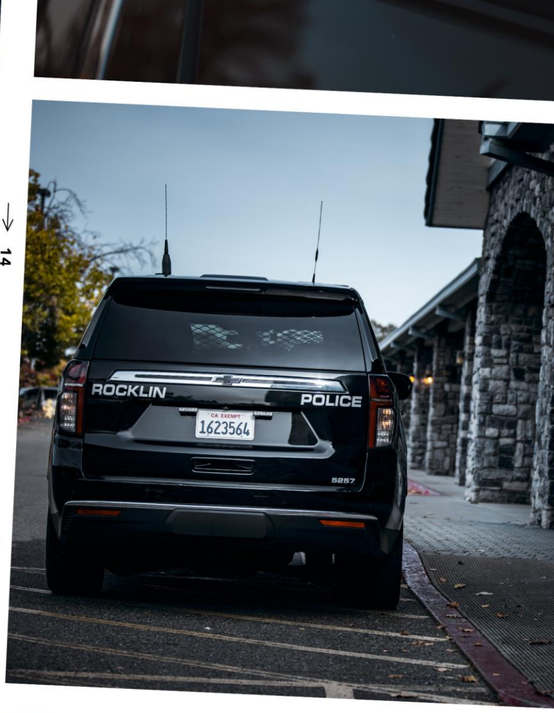

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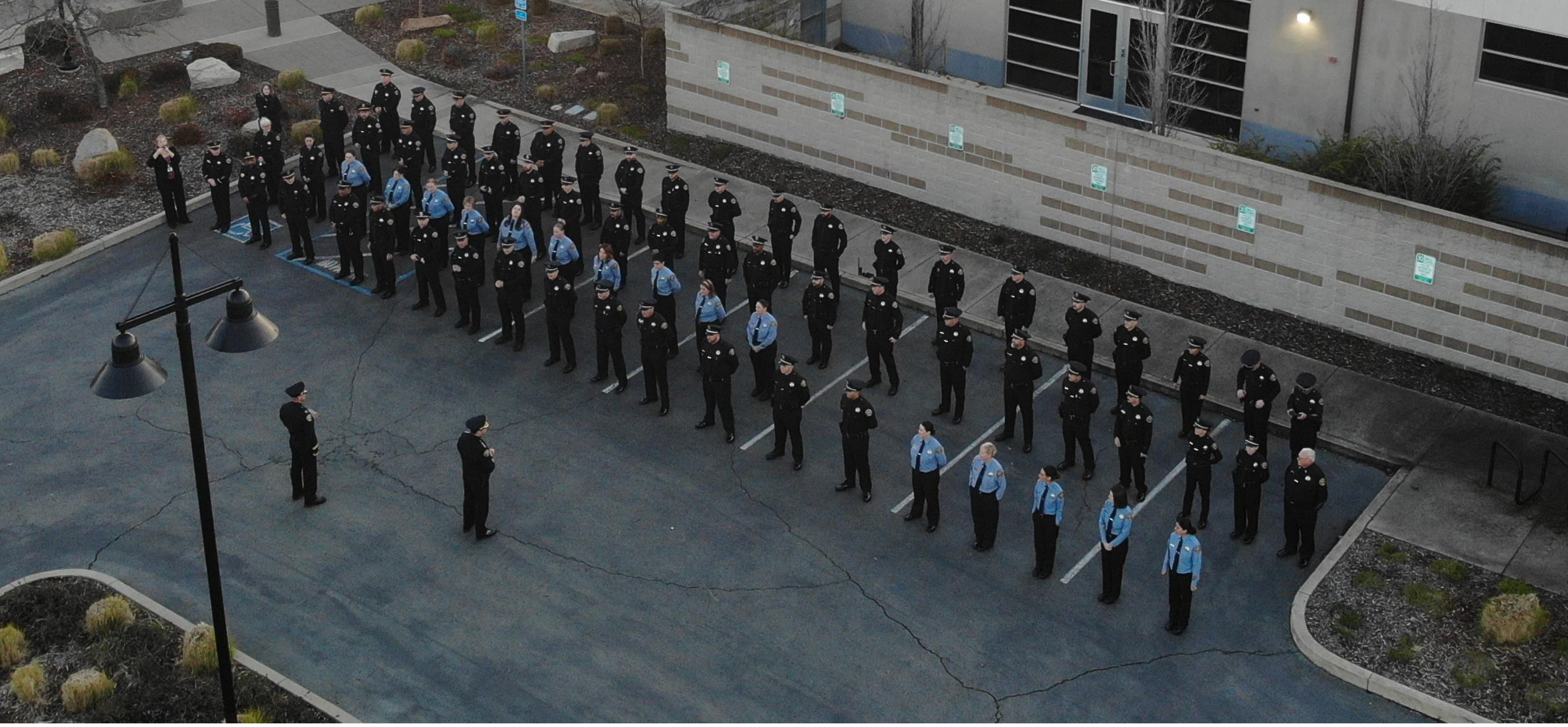

ROCKLIN POLICE DEPARTMENT

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POLICE@ROCKLIN.CA.US

WWW.ROCKLINPD.COM
WWW.JOINROCKLINPD.ORG

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VISIT JOINROCKLINPD.ORG FOR MORE INFO

Photos by: C. Abbott, Officer/R. Law, Officer/J. Gee, Officer/W. Smith, Crime Prevention

Report Designed and Prepared by: S. Baird, Crime Analyst