ROCKLIN CITY COUNCIL

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

June 10, 2025
General Session 6:00 p.m.

AMENDED AGENDA:
*Notice of Teleconference Meeting Location:
13050 Amberly Court #701
Bonita Springs, FL 34135

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.

Zoom Participation Via Computer Or Smartphone

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

Click here to join this meeting via Zoom
Meeting ID: 897 3559 0506
Meeting password: 666559

Zoom Participation By Telephone (Audio Only Option)

1. Dial (669) 900-6833
2. When asked for the meeting ID, enter 897 3559 0506#
3. When asked for your participant ID, press # to continue
4. When asked for the meeting password, enter 666559#
5. To inform the City Clerk that you would like to make a public comment, dial *9 to “Raise your hand”. The Clerk will unmute you when it is your turn to speak.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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

C1. Minutes of the May 27, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the May 27, 2025 Regular Meeting of the City Council.

C2. Fire Hazard Severity Zones (Second Reading of Ordinance)
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Enacting Chapter 8.11 of Title 8 of the Rocklin Municipal Code to Adopt and Designate Fire Hazard Severity Zones.

C3. Arts Commission Visioning Document
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Adopting the Arts Commission Visioning Document.

C4. Accounts Paid List - January to March 2025
Recommendation: Receive the Accounts Paid List for January 1, 2025 to March 31, 2025.

C5. Quarterly Treasurer's Report
Recommendation: Receive the Treasurer's Report for the Quarter Ending March 31, 2025.

C6. Various Personnel Updates
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to (A) Delete the Human Resources Technician I/II Classifications; (B) Approve Classifications and Allocations of One Human Resources Technician and One Senior Human Resources Technician; (C) Approve the Classification of Human Resources Assistant; and (D) Adopt a Revised Confidential Salary Schedule Effective June 14, 2025.

C7. At-Grade Railroad Roadway and Pedestrian Improvements Project Contract - First Amendment

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to the Kimley-Horn and Associates, Inc. Contract for Professional Engineering Services for the At-Grade Railroad Roadway and Pedestrian Improvements Project.

C8. National Fire Protection Agency 1582 Firefighter Physicals

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Retroactive Contract for Services with 1582 Medical Corporation.

C9. Memorial Park Play Structure Replacement

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption for Playground Structure Replacement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Replacement of the Play Structure at Memorial Park to Miracle PlaySystems, Inc. and Authorizing the City Manager to Execute an Agreement.

C10. Cooperative Purchase Authorization Increase

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with Caterpillar Inc. (Holt of CA) for Various Parks and Landscape Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.

C11. Senate Bill 1 Projects

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting a List of Projects for Fiscal Year 2025/26 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

C12. Landfill Methane Extraction System Operations, Maintenance, and Monitoring Services Contract Award

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Rocklin Landfill Methane Extraction System Operations, Maintenance, and Monitoring Services to Tetra Tech Inc., and Authorizing the City Manager to Execute an Agreement.

PUBLIC HEARINGS

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

PH1. Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2025/26

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

A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Lighting Maintenance District No. 1 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2025/26 Tax Roll (Lighting Maintenance District No. 1).

PH2. Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2025/26

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

A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2025/26 Tax Roll (Landscape and Lighting Maintenance District No. 2).

DISCUSSION ITEMS

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

D1. Fiscal Year 2024/25 Third Quarter Reports: Financial, Building, Capital Improvement Program, and Strategic Plan Update

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended March 31, 2025, Amending the Fiscal Year 2024/25 Operating Budget.
B. Receive the Quarterly Building Report and the Capital Improvement Program Progress Report for the Quarter Ended March 31, 2025.
C. Receive an Update on the 2023-2025 Strategic Plan Regarding Progress Made on the Work Plan for the Quarter Ended March 31, 2025.

FUTURE AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Gayaldo and Council Member Halldin, Unrepresented Employee: City Manager

2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Gayaldo and Vice Mayor Bass, Unrepresented Employee: City Attorney

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

City Council Staff Report

Subject: Minutes of the May 27, 2025 Regular Meeting of the City Council

Date: June 10, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the May 27, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of May 27, 2025

ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

May 27, 2025
Closed Session 5:00 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 5:00 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 5:02 p.m.

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: Sacramento Area Firefighters Local 522, Rocklin Firefighters Union Local 3847, Rocklin Police Officers' Association, and Rocklin Public Safety Managers

CS2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Gayaldo and Council Member Halldin, Unrepresented Employee: City Manager

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

Members of the City Council returned to the Council Chambers at 6:04 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 6:04 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

There were no public comments.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Halldin reported attendance at the Western Placer Waste Management Authority meeting; shared that he, along with Council Member Broadway, served as celebrity waiters for the Lighthouse Counseling and Family Resource Center luncheon event; reported attendance at an event honoring Rocklin teachers organized by the Hindu Education Foundation; shared that he and Council Member Broadway attended Rocklin High School Senior Awards Night where two City Council scholarships were presented to recipients; commended the Springfield community for their scholarship contributions benefitting local

high school students; and shared that he along with Mayor Gayaldo and Vice Mayor Bass, attended the Veterans of Foreign Wars (VFW) Memorial Day Service at the Rocklin Cemetery.

Vice Mayor Bass attended the Division II softball finals held at Sacramento State and congratulated both Rocklin high schools for making it to the finals and competing against one another; and attended a public integrity seminar in San Marcos.

Council Member Broadway attended the Meet the Machines community event organized by the Public Works Department, which showcased equipment and day to operations of the City; and reported attendance at the California Association of Local Councils of Governments (CALCOG) and Self-Help Counties Joint Legislative Day.

Mayor Gayaldo attended the Memorial Day Service at the Rocklin Cemetery, thanked the scouts for placing flags on the veterans' markers; spoke about an upcoming local event "Still Standing Guard about the 442nd Regiment who fought in WWII; congratulated Rocklin high school softball teams for competing in the championship; commended the Parks and Recreation Department for maintenance of City Parks, noting that positive feedback was received from the community about Whitney Park during the baseball tournaments that were held there; and shared that she participated in an interview with the news channel KCRA to be aired the following month on measures Rocklin is taking for fire prevention, including managed grazing by sheep and goats.

City Manager Zimmermann expressed her appreciation to the Public Works team for organizing the Meet the Machines event; shared that Evenings in the Park was to take place at Twin Oaks Park featuring A Goofy Movie on May 30, 2025; and announced the City was transitioning to a paperless system for all building permit and plan submittals and that e-submittals would start June 2, 2025.

CONSENT CALENDAR

C1. Minutes of the May 13, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the May 13, 2025 Regular Meeting of the City Council.

C2. Proclamation Declaring the Month of May 2025 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month
Action: Approved a Proclamation Declaring the Month of May 2025 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. Military Equipment Use Policy for Fiscal Year 2025-26 (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1189 of the City Council of the City of Rocklin Approving and Adopting a Military Equipment Use Policy for Fiscal Year 2025-26.

C4. Vista Oaks Phase III Final Map

Action:

A. Adopted Resolution 2025-099 of the City Council of the City of Rocklin Approving the Final Map of Vista Oaks Phase III Subdivision/(SD-2001-04) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.

B. Adopted Resolution 2025-100 of the City Council of the City of Rocklin Accepting Grant of Open Space Easement (Riparian Area and Creek Protection) (Vista Oaks Phase III Subdivision).

C5. Bicycle Pump Track and Parking Lot Extension Project - Notice of Completion for the Bicycle Pump Track

Action: Adopted Resolution 2025-101 of the City Council of the City of Rocklin Accepting the Public Work Known as the Bicycle Pump Track and Parking Lot Extension Project – Bicycle Pump Track Phase, Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City.

C6. Aquatic Complex License Agreement with Rocklin Swim Team

Action: Adopted Resolution 2025-102 of the City Council of the City of Rocklin Repealing Resolution No. 2025-072, and Approving and Ratifying an Aquatic Complex License Use Agreement with the Rocklin Swim Team dated May 13, 2025.

C7. The Bluffs Subdivision Road Reconstruction Phase I Bid Award

Action: Adopted Resolution 2025-103 of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision Road Reconstruction Phase I to All Phase Construction, Inc., and Authorizing the City Manager to Execute an Agreement with All Phase Construction, Inc.

C8. Setting a Public Hearing on Delinquent Refuse Collection Charges

Action: Adopted Resolution 2025-104 of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Refuse Collection Charges.

C9. Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement)

Action: Adopted Resolution 2025-105 of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement).

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C9, 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

PRESENTATION

P1. Proclamation Declaring the Month of May 2025 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month

Mayor Gayaldo read the proclamation and presented it to Chris Holtz with the ALS Association.

PUBLIC HEARING

PH1. Stanford Ranch 6.8 Apartments / Environmental, ENV2024-0004 and Design Review, DR2024-0001

Action: Conducted a Public Hearing and Considered the Following Actions:

A. Adopted Resolution 2025-106 of the City Council of the City of Rocklin Approving a Mitigated Negative Declaration of Environmental Impacts and a Mitigation Monitoring Program (Stanford Ranch 6.8 Apartments / ENV2024-0004).

Mayor Gayaldo opened the public hearing for Item PH1.

Senior Planner Bennett Smithhart presented the item to City Council.

City Council comments and discussion followed.

Dave Jacobson, applicant with Jacobson Consulting with Blue Mountain Communities, Project architect, along with City staff addressed questions.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH1.

Motion to approve Public Hearing Item No. PH1.A. by Council Member Janda seconded by Council Member Broadway. Passed by the following vote:

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

B. Adopted Resolution 2025-107 of the City Council of the City of Rocklin Approving a Design Review (Stanford Ranch 6.8 Apartments / DR2024-0001).

Motion to approve Public Hearing Item No. PH1.B. by Council Member Janda with a condition to align the intersection at Atherton Road with the entrance; seconded by Council Member Broadway.

Due to the additional information provided by the applicant outside of the public hearing, City Attorney McOmber suggested the following options for City Council: to either continue the item in order to clarify the scope of the modification proposed by the applicant; or for the City Council to reopen the hearing in order receive the additional input from staff.

Council Member Janda withdrew the motion to procedurally allow for comments offered by the applicant.

Mayor Gayaldo re-opened the public hearing for Item PH1.

Mr. Jacobson, project applicant requested the City Council to approve the project subject to realigning the Lonetree Blvd. entrance to Atherton Road, and allowing staff and the applicant to work out the details.

PUBLIC COMMENT

There were none.

Mayor Gayaldo closed the public hearing for item PH1.

Motion to approve Public Hearing Item No. PH1.B. by Council Member Janda with the following conditions: that staff work with the applicant to re-align the entrance at the Atherton Road intersection to the satisfaction of the City Engineer, removal of the right-in/right-out intersection on Lonetree Blvd, and to include any additional modifications deemed fit by the City Engineer; seconded by Council Member Broadway.

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

Abstain: None

DISCUSSION ITEMS

D1. Proposed Fiscal Years 2025/26 and 2026/27 Operating Budget and 2026-2031 Capital Improvement Program

Action: Reviewed the Proposed Fiscal Years 2025/26 and 2026/27 Operating Budget and 2026-2031 Proposed Capital Improvement Program, and Provided Direction to Staff.

City Manager Aly Zimmermann introduced the item; Deputy Director of Administrative Services Daniel Choe presented an overview of the proposed FYs 2025/26 and 2026/27 combined operating budget, and the 2026-2031 Capital Improvement Program.

The following department directors presented sections to the City Council:

Tameka Usher, Director of Administrative Services
David Mohlenbrok, Director of Community Development
Reginald Williams, Fire Chief
Veronica Tracy, Director of Parks and Recreation
Rustin Banks, Police Chief
Justin Nartker, Director of Public Services

City Council comments and discussion followed. City Manager Zimmermann, Deputy Director of Administrative Services Choe, Public Works Director Nartker, Budget Officer Lee and Administrative Services Director Usher responded to questions from the City Council.

PUBLIC COMMENT

There were none.

City Manager Zimmermann thanked the City Council for their feedback with no further action being required until adoption of the item at the June 24, 2025 City Council meeting.

D2. Fire Hazard Severity Zones Map Adoption

Action: Introduced, Waived the Full Reading, and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Enacting Chapter 8.11 of the Rocklin Municipal Code to Adopt and Designate Fire Hazard Severity Zones.

Deputy Fire Chief Ryan Brayton presented the item to the City Council.

City Council comments and discussion followed. City staff responded to Councilmember questions.

PUBLIC COMMENT

There were none.

Motion to approve Discussion Item No. D2. by Council Member Janda and to include the map displayed publicly identifying the State Fire Marshal as the author of the map; seconded by Council Member Broadway. Passed by the following vote:

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

D3. Disclaimer of Conservation Easement Property Interest in Connection with the Placer Parkway Phase I Project

Action: Adopted Resolution 2025-108 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute and File a Disclaimer of Interest in the County of Placer v. Orchard Creek Investors, LLC, and City of Rocklin Eminent Domain Action Regarding the Placer Parkway Phase I Project.

Due to there being no comments or questions, the City Council was agreeable to City Attorney Matthew McOmber's recommendation to forego the staff presentation of the item.

PUBLIC COMMENT

There were none.

Motion to approve Discussion Item No. D3. by Council Member Broadway seconded by Council Member Janda. Passed by the following vote:

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

FUTURE AGENDA ITEMS

Vice Mayor Bass requested future discussion on state unfunded mandates, and Council Member Broadway requested future discussion on increasing affordable housing.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 9:11 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of May 27, 2025 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Hazard Severity Zones (Second Reading of Ordinance)

Date: June 10, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin Enacting Chapter 8.11 of Title 8 of the Rocklin Municipal Code to Adopt and Designate Fire Hazard Severity Zones.

Background:
On May 27, 2025, the City Council introduced, waived the full reading, and read by title only the following: An Ordinance of the City Council of the City of Rocklin Enacting Chapter 8.11 of the Rocklin Municipal Code to Adopt and Designate Fire Hazard Severity Zones, subject to one clerical change as approved by the City Council on May 27, 2025, to denote the State Fire Marshall as the author of the subject Fire Hazard Severity Zones, which has been reflected in the attached Ordinance and the title of the Map accompanying this item.

The background materials for this item are contained in the May 27, 2025 City Council Meeting Staff Report, located on the City's website.

ATTACHMENTS:
1. Ordinance
2. Fire Hazard Severity Zones as Identified by State Fire Marshal

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY OF ROCKLIN ENACTING
CHAPTER 8.11 OF TITLE 8 OF THE ROCKLIN MUNICIPAL CODE
TO ADOPT AND DESIGNATE FIRE HAZARD SEVERITY ZONES

WHEREAS, the City of Rocklin is committed to ensuring the safety and well-being of its residents by adopting fire hazard severity zone designations that align with state law requirements; and

WHEREAS, the California Office of the State Fire Marshal (OSFM) designates Fire Hazard Severity Zones (FHSZ) into four categories: No Hazard, Moderate, High, and Very High; and

WHEREAS, the OSFM has classified 1,421 acres within the City of Rocklin as Moderate Fire Hazard Severity Zones and 1,623 acres as High Fire Hazard Severity Zones, with no areas designated as Very High; and

WHEREAS, in accordance with California Government Code Section 51179, the City of Rocklin is required to adopt the FHSZ designations as established by OSFM in the Local Responsibility Area (LRA); and

WHEREAS, the City of Rocklin is dedicated to ensuring public safety and providing necessary resources to assist residents in complying with defensible space requirements and building code adjustments resulting from the new FHSZ designations.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to enact Chapter 8.11 of Title 8 of the Rocklin Municipal Code designating Fire Hazard Severity Zones.

Section 2. Authority. This ordinance is enacted under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code sections 37100 and 51179.

Section 3. Enact. Chapter 8.11 of Title 8 of the Rocklin Municipal Code requiring designating Fire Hazard Severity Zones is hereby enacted as follows:

8.11.010 Fire Hazard Severity Zones.

A. The City of Rocklin hereby designates the Fire Hazard Severity Zones (FHSZ) as developed by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

B. The FHSZ Map, approved by the City, which is hereby incorporated by

reference and is entitled “Fire Hazard Severity Zones as Identified by the State Fire Marshal in the City of Rocklin”.

C. The FHSZ Map is located electronically on the City of Rocklin website at https://www.rocklin.ca.us/FHSZ or any other publicly accessible City of Rocklin website.

8.11.020. Multiple Designation.

In the event that a single parcel has more than one fire hazard severity zone associated with such parcel on the City of Rocklin Fire Hazard Severity Zones map, the more strict designation shall apply to the entire parcel. In order to effectively administer fire protection within the area, it is it is necessary that when a parcel has with more than one FHSZ on a single lot, the highest FHSZ on that lot shall be administered and enforced for the entire lot.

Section 4. Effective Date. This ordinance shall take effect 30 days after the date of its adoption.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Publication. Within 15 days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Councilmembers voting for and against the ordinance, to be published in the *Placer Herald*. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the ordinance, to be published in the *Placer Herald*, and shall post in the office of the City Clerk a certified copy of the City Councilmembers voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on May 27, 2025, by the following vote:

AYES: Councilmembers Bass, Broadway, Gayaldo, Halldin, Janda

NOES: None

ABSENT: None

ABSTAIN: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on June 10, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: May 27, 2025
Second Reading: June 10, 2025
Effective Date: July 10, 2025

Fire Hazard Severity Zones
as Identified by the State Fire Marshal in the City of Rocklin



Severity Zones Data Source: Cal Fire website https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Arts Commission Visioning Document

Date: June 10, 2025

Submitted By: Haley Reid, Management Analyst
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Adopting the Arts Commission Visioning Document.

Background:

In 2023, the Arts Commission (Commission) was established under Section 2.43 of the Rocklin Municipal Code, with the following purpose and duties:

- Review, recommend updates, and implement elements of the Public Arts Master Plan adopted by the City Council.
- Advise the City Council on all matters related to arts and culture within the City.
- Encourage programs in the arts to promote the cultural enrichment of the community.
- Establish an effective liaison between the City, County, and local cultural and artistic groups.

Since its inaugural meeting in June of 2023, the Arts Commission has met on a monthly basis, engaging in extensive community outreach and data collection efforts, including meetings with local arts organizations such as the Arts Council of Placer County, Rocklin Fine Arts, and the Rocklin Parks and Recreation Department, as well as public workshops, surveys, and presentations. The Commission also reviewed the 2016 Public Art Master Plan (Attachment 3). While the Master Plan contains many valuable ideas and recommendations, it lacks actionable steps for implementation, liming its impact on the local arts community.

The result of the efforts of the Arts Commission over the past two years is a Visioning Document (Attachment 2), that is presented for City Council approval. The Visioning Document contains clearly articulated Vision and Mission statements that are supported by core Values that include promoting the local creative economy, encouraging partnerships, employing data-driven decision-making, and promoting artistic diversity and integrity. The Visioning Document establishes five strategic goals aligned with the City Council's strategic pillars, providing clear objectives and actionable steps to guide the growth of arts and culture

in Rocklin. Each goal includes measurable success metrics to track progress, ensuring accountability and continuous improvement. The goals are as follows:

- Increase opportunities for all to experience arts and culture, with a focus on children and youth (e.g., establishing a K-12 revolving student art show in City Hall in partnership with Rocklin Unified School District).
- Promote arts experiences year-round by partnering with area arts organizations and maintaining an updated calendar of events on the City's website.
- Expand public art throughout the city by identifying potential locations and assessing existing programs to strategically enhance Rocklin's cultural landscape.
- Support Rocklin's thriving creative economy through collaborations such as curating performance artists for the City Civic Celebration and hosting a booth at the Rocklin Maker Fair.
- Strengthen the role of the Arts Commission as an advisor to City Council by formalizing reporting processes, including an annual Arts & Culture report.

The Visioning Document will supersede of the 2016 Public Arts Master Plan, replacing it with a vibrant, community-informed, and actionable framework designed to effectively support and grow Rocklin's arts and cultural community, enhance quality of life, and contribute to economic vitality. It serves as a focused guide for the Commission's annual efforts, ensuring that goals remain practical, aligned with available resources, and effectively managed within the context of the city's arts and cultural landscape.

At its regular meeting on March 24, 2025, the City of Rocklin Arts Commission voted 4-1 to recommend the City Council approve the Visioning Document as a replacement for the 2016 Arts Master Plan. Staff recommends the City Council Approve and Adopt the Arts Commission Visioning Document.

Fiscal Impact:
There is no direct fiscal impact to the staff recommendation. Adoption of the Visioning Document will inform future budget planning and resource allocation for arts initiatives that may come before the City Council for consideration in the future.

ATTACHMENTS:
1. Resolution
2. Arts Commission Visioning Document
3. 2016 Public Art Master Plan

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND ADOPTING THE ARTS COMMISSION VISIONING DOCUMENT

WHEREAS, the City of Rocklin recognizes the importance of arts and culture as vital components of a vibrant and thriving community; and

WHEREAS, on January 26, 2016, the City Council approved and adopted the Rocklin Public Art Master Plan through Resolution No. 2016-23 to guide the development, placement, and management of the arts in Rocklin; and

WHEREAS, the Rocklin Arts Commission has worked collaboratively with staff and community stakeholders to develop a new Visioning Document that reflects the City's evolving values, goals, and priorities for arts programming; and

WHEREAS, the Rocklin Arts Commission Visioning Document is intended to replace the Public Art Master Plan and serve as a flexible, guiding framework to inspire, support, and inform future arts-related efforts and decision making in the City; and

WHEREAS, the City Council has reviewed the Visioning Document and finds that it provides a more adaptable and achievable approach to advancing arts initiatives in Rocklin.

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

Section 1. The Rocklin Arts Commission Visioning Document is hereby approved and adopted as the guiding framework for public art and cultural programming in the City of Rocklin.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Rocklin Arts Commission Visioning Document
Fiscal Year 2025/26

Executive Summary

The City of Rocklin Arts Commission Visioning Document is the result of over a year of gathering and analyzing community input. It embodies the desires of the Rocklin community, articulated through the Vision and Mission Statements, and translated into specific goals and action steps for the Arts Commission to implement.

Vision

The City of Rocklin is committed to promoting and supporting a variety of artistic and cultural experiences that enhance the daily lives and community identity of both its residents and visitors.

Mission

The mission of the Arts Commission is to provide leadership and support for the arts, ensuring they are accessible to everyone. The Commission advocates for resources that expand opportunities for artists and the community, ultimately creating a positive impact on the local economy.

Values

1. Support Development of the Local Creative Economy
2. Evaluate the Economic Impact of Arts and Culture
3. Encourage Collaboration and Partnerships with Other Arts Organizations
4. Employ Data-Driven Decision-Making
5. Commit to Individual Integrity and Artistic Diversity
6. Promote the Arts Community in Rocklin

Purpose

The Rocklin Arts Commission was established in 2023 as Section 2.43 of the Rocklin Municipal Code to serve in an advisory capacity to the City Council in the implementation of the Public Arts Master Plan. The Arts Commission is charged with performing the following specific functions:

- Advise the City Council on all matters affecting the arts and culture of the City;

• Encourage programs in the arts to promote the cultural enrichment of the community;
• Establish an effective liaison between the city, county, and local cultural and artistic groups.

Research Methodology

Before establishing a set of Goals to guide priorities, the Rocklin Arts Commission set out to collect community input and data through a variety of tools and methods, including:

- Conducted meetings with the various Arts and Culture organizations, including the Arts Council of Placer County, Rocklin Fine Arts, and the Rocklin Parks and Recreation Department to identify community arts and cultural needs. These included a representative sampling of various important constituencies within or serving the City of Rocklin.

- Received and Reviewed the Arts and Economic Prosperity 6 Placer County Report 2023-2025 from the Arts Council of Placer County (ACPC).

- Received a Special Presentation by the Arts Council of Placer County on the 2023 Cultural Mapping Study Cultural Mapping Study - Arts Council of Placer County (placerarts.org).

- Had a presence at the 2024 Rocklin Civic Celebration to inform attendees of the Commission's community survey and public workshop.

- Conducting an online survey that was open to the public, and promoted widely, to collect input from Rocklin residents and visitors to the City. The survey was available in English and received 165 responses.

- Public Workshop/Community Forum

Goals

Based on the above information gathering, this section outlines the goals, objectives, and policy actions that back the vision of the Plan and serve to guide the development of the arts in Rocklin.

GOAL # 1: Increase Opportunities for all to experience arts and culture throughout the community.

Objective: Expand arts and cultural offerings for children and youth.
Action: Establish a K-12 revolving student art show in City Hall in conjunction with the Rocklin Unified School District (RUSD).

Success Measurement:

- Number of participating schools and students in the annual art show.
- Feedback from students, educators, and visitors regarding the impact of the art show.

Alignment with City Council Strategic Pillar: Livable — promotes a quality of life that supports health, happiness, and prosperity.

GOAL # 2: Promote arts experiences year-round throughout the City and region.

Objective: Partner with area Arts Organizations.
Action: Continually update information and a calendar of events for arts and cultural activities on a dedicated page on the City's website. At the beginning of each calendar year, the Commissioners will self-appoint as liaisons to various arts organizations in Rocklin to share information about existing events and identify areas of opportunity to collaborate.

Success Measurement:

- Number of events listed on the city's website and updates made annually.
- Engagement metrics (website traffic, social media shares/mentions).
- Number of new collaborations and partnerships with local arts organizations.
- Feedback from arts organizations on the effectiveness of communication and collaboration.

Alignment with City Council Strategic Pillar: Vibrant — fosters a dynamic, business-friendly environment to enhance economic vitality and encourage cultural engagement through efficient planning and collaboration.

GOAL # 3: Expand public art throughout the city.

Objective: Establish a public art program.
Action: A key step in expanding public art throughout the city will be to identify and assess existing programs that can help preserve, promote, and strategically expand public art, allowing for a broader vision of future opportunities and potential locations for new works.

Success Measurement:

- Number of public art installations or projects completed.
- Number of new programs or partnerships established to support public art.
- Increase in public visibility and recognition of Rocklin as a cultural hub through media or tourism metrics.

Alignment with City Council Strategic Pillar: Vibrant — enhances Rocklin's cultural landscape, stimulates creativity, and promotes a diverse, engaging environment.

GOAL # 4: Support Rocklin's thriving creative economy.

Objective: Leverage and promote collaborations with the creative sector.
Actions:

- Curate performance artists for the annual City Civic Celebration.
- Curate a program and host a booth for the annual Rocklin Maker Fair.
- Seek input from local and regional artists on how the Commission can further improve public arts access and collaboration in Rocklin.

Success Measurement:

- Attendance and participation numbers for both the City Civic Celebration and Rocklin Maker Fair.
- Number of performance artists and exhibitors participating.

Alignment with City Council Strategic Pillar: Vibrant — fosters a dynamic, innovative environment that attracts new businesses, supports existing ones, and enhances the community's cultural and economic vitality through creative collaboration and efficient planning.

GOAL # 5: Strengthen the Role of the Arts Commission as an Advisor to the City Council on Arts and Culture Matters.

Objective: Establish a formalized process for advising the City Council on arts and culture policies and initiatives.

Action:

- Develop an annual report to City Council summarizing the current status of arts in the community, opportunities, and both artist and community feedback on the state of the arts in Rocklin.

Success Measurement:

- Completion and presentation of the annual Arts & Culture Report to the City Council.

Alignment with City Council Strategic Pillar: Vibrant — enhances Rocklin's cultural landscape, stimulates creativity, and promotes a diverse, engaging environment.

By tracking these success metrics, we can ensure that each goal is not only met but also continually improved to best serve the community and its creative economy.



ROCKLIN
PUBLIC ART MASTER PLAN

Adopted January 26, 2016

Cover Photo by:
Jim Thompson
placerphotos.com

City of Rocklin

Public Art Master Plan

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City of Rocklin

Public Art Master Plan

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Executive Summary

The *Public Art Master Plan,* as developed by the Rocklin Parks, Recreation, and Arts Commission, responds to a goal in the *Quality of Life* element of the City's *Strategic Plan* to "Enhance parks, arts, trails and open space program opportunities." The *Public Art Master Plan* is based on the belief that public art enhances and defines a city's image. Art makes public spaces more welcoming, and it creates a deeper interaction with our environment; the places where we work, live, shop, and seek recreation.

The Arts, consisting of the general areas of visual, performing and literary arts, are a creative means of self-expression and understanding which contribute to the health and quality of life in a community. This Arts Master Plan represents recognition by the City of Rocklin of the need to actively participate in the artistic and cultural development of its citizens. The role of the Parks, Recreation and Arts Commission in fulfilling this need is to serve as an advocate for the Arts, and as a community partner in the design and development of the City's cultural and arts programs which encourage citizen participation.

The City of Rocklin recognizes that cultural development is integral to economic development and a vibrant community incorporates a good mix of quality schools, recreational activities, diverse parks and open space amenities along with a good mix of cultural assets – including performing and visual arts, libraries, heritage preservation and cultural planning.

A City's special character and the presence of cultural organizations and art services are conducive to producing a creative, educated and satisfied work force. Thus, cities that have well developed cultural amenities not only have enhanced quality of life for residents, but have found that this is an important criterion for businesses searching for the right community in which to relocate.

The arts are a core service, integral to the health and vibrancy of a city. This master plan requires successful funding for implementation. The master plan will help develop and sustain the arts and culture in Rocklin. The role of the city is envisioned as:



1. Being a facilitator for creating opportunities for the arts to thrive,
2. Assisting with the stabilization of local arts organizations,
3. Being a collector of funds for regranting to arts providers, and
4. Collecting and disseminating information about arts programs and services in the community.

The *Public Art Master Plan* includes these essential points:

- **Public Art Zones**: The *Plan* identifies five Public Art Project Zones and the priority sites within each zone.

- **Role of the Parks, Recreation and Arts Commission:**
  Approval of the art element is the responsibility of the Parks, Recreation and Arts Commission, and who appoints an Arts Task Force F) of 5-8 members with representatives from the PR&A Commission, City staff, local artists, community member and business member. The Mayor shall appoint one member of the City Council to the Arts Task Force. A member of the Parks, Recreation and Arts Commission and/or Arts Task Force will serve as a liaison in the design review process whenever public art is included in the private development review process.

- **Role of the Arts Task Force:**
  The Arts Task Force will serve as the Selection Panel for both public and private development projects and will make recommendations to the PR&A Commission. The Arts Task Force will be responsible for voluntary public art in a development project which falls within the *Plan's* criteria. The Arts Task Force will also be responsible for the placement of public art elements. The *Plan* identifies criteria and processes to be used in selection of artwork.

- **Roles of City Council and City Agencies:**
  The *Plan* outlines the respective responsibilities of the City Council, the Arts Task Force, the PR&A Commission, and appropriate city staff in the overall public art process. The City Council always has the opportunity to review all public art projects on request.

- **Integration of Public Art into Development**:
  Public art planning should be integrated into development project planning at the earliest possible stage. Public art element(s) for municipal and private development projects should be commensurate with the scale and visibility of the project, and should be compatible with its architecture, landscape, and surrounding environment. Artwork designed for the specific site is encouraged.

- **Public Art in Private Development:**
  The City of Rocklin values residential and retail developers. To prevent placing an excessive burden on developers, the City is not instituting a mandatory art program and instead seeks to partner with developers on a voluntary basis. For private developments it is recommended that a percentage of construction costs be allocated for public art. Developers may work with members of the Arts Task Force during project design for help with planning art work.

- **Public Art in Municipal Projects:**
  It is anticipated that a percentage of the project cost for capital investment projects as listed in the city's 5 year CIP, highway and transit projects and major city building

projects will be allocated for public art in the future as funding mechanisms allow. Such projects shall be recommended by the Parks, Recreation and Art Commission and reviewed by the Arts Task Force.

- **Public Art Education and Programming:**
  The challenge of involving a community in well-organized, productive experiences beyond the "normal" day is one of the most important challenges facing community groups. The demand for high quality experiences for the community has dramatically increased. Simultaneously, the pivotal role that the arts play in transforming education has been researched and documented extensively during the last few years. The coalescing of these two concepts was not only inevitable but also necessary if the community is to be provided with excellent art options that extend their learning. The intersection of the arts with programming is an essential option for the community as they face the challenges of contemporary society.

- **Civic Art Projects:**
  Civic Art projects can be initiated by any non-profit group or public agency in Rocklin that has an interest in and the resources for managing a project. In particular, each Partner Organization will be encouraged to develop its own, ongoing programs for identifying and commissioning public art projects in the parts of the community that they manage. Each Partner Organization will develop a work plan, which will outline specific Civic Art projects that the organization will take on, develop community programs and educational materials related to those Civic Art projects, take responsibility for the maintenance and conservation of the Civic Art they commission, and commit their own resources to doing it.

- **Art in Special Events:**
  In an effort to provide the high quality experiences people are demanding, arts will be incorporated into Special Events. Some events will exclusively showcase art while other events will have an art aspect as a part of the overall event. The city, nonprofit groups, and partnering companies will sponsor the arts in special events, providing the community with cultural enrichment and the opportunity to participate during the event.





Introduction

In the last decade there has been an extraordinary resurgence of interest in the arts and arts consumption. 83% of the adult public in California has attended a performing or visual arts event at least once in the past year – and 31% have attended four or more events per year. The economic activity, such as hiring artists and buying supplies, along with the increased attendance at cultural events increases local spending at local retail businesses, restaurants and hotels. The arts are not only a business, but an activity which can draw both visitors and residents to a specific area while improving quality of life for every citizen.

In response to this high interest in the arts, the City Council expanded the Parks and Recreation Commission to include an art component to become the Parks, Recreation and Arts Commission. The Commission is instituting an art program through this *Public Art Master Plan* and will work with Rocklin Fine Arts and multiple non-profit and for profit organizations.

The *Public Art Master Plan* is a way of visualizing and coordinating public art projects in the community that will clarify requirements and procedures**,** provide guidance to City departments, to the City Council, to City Commissions, and to private developers. The *Master Plan* provides (1) goals and objectives establishing clear direction to achieve the City's vision, mission, and art values, (2) criteria for the selection and prioritizing of potential sites for both public and private art projects, (3) guidelines for appropriate art responses, and (4) procedures for review and selection of art.

Because federal and state funds are available for public art projects included in urban renewal, parks, open spaces, highways, and transit projects, it is important to involve City staff at the conception of these projects in order to take advantage of these opportunities. It is also important to include an opportunity and vehicle for public comment in all municipal public art projects.

While the City has emphasized the economic development of the old town area, the City and its citizens also value active neighborhoods, protected open spaces, and the City's surrounding natural beauty. This is evidenced by the preservation of the quarries and historic sites and buildings, as well as Stanford Ranch, Whitney Ranch, Sunset West, and Orchard Creek Open Spaces.



The creation of a comprehensive *Public Art Master Plan* is based on an understanding of the historical and cultural influences that exist in the City of Rocklin, as well as knowledge of its natural and built environments. From the first known inhabitants, Nisenan Indians, to Finnish settlers, to the construction of the Union Pacific Railroad and Granite Quarries, and to its incorporation as a city in 1893, the area that is now Rocklin shares much history with its surrounding Northern California neighbors.

Taking into consideration the physical layout of the City, as well as the above factors, the *Public Art Master Plan* is organized into five ***Public Art Project Zones***. These zones offer a cohesive way of thinking about the City and public art and are based on geographical, philosophical, and aesthetic considerations. They are starting points for evaluating and prioritizing existing and potential sites and for identifying future sites.



Vision

The City of Rocklin aspires to create a diverse artistic environment that enriches the daily life of its citizens. Public art enhances civic pride and creates a deeper interaction with the places we visit and in which we work and live. Creating a healthy art presence is a vital part of the community infrastructure and is a catalyst for economic development.

Mission

The City of Rocklin is committed to providing its citizens with exceptional quality of life through public art while honoring the City's heritage and small town sense of community.

Values

The art program and all resulting public art should strive to encompass the following values:

1. Provide a sense of identity at the entrances and major centers of the city
2. Bring diverse people together and foster a community identity
3. The arts are integral to civic dialogue and community building
4. Harmonize with the buildings and streetscapes of the downtown area
5. Encompass a variety of scale, media, and styles
6. Elected officials understand the importance of supporting the arts and do so
7. Abundant learning opportunities should exist in and out of school for adults and young people
8. Active participation in culture creates individual and community meaning
9. The arts should be infused in the natural and built environments
10. Include artistic themes that are traditional, historic and/or contemporary
11. The arts are valued as an industry because of its contribution to the new economy which encompasses quality of life, economic development and tourism
12. The contributions of individual artists are valued



Public Art Zones

1. **Quarry District**: This geographical area is defined generally as the old town area of Rocklin Road east of Pacific Street and is comprised of retail, restaurant, entertainment, and public buildings.

   This historic downtown area encourages pedestrian traffic and includes both public and private development. When new or renovated projects are proposed that would extend the pedestrian core of the downtown, they will fall within these guidelines.

   This zone provides the opportunity for a variety of public art projects that would enhance and enrich the public's experience of the downtown. Artist-designed elements on the pedestrian level could include benches, planters, or street lights that create individuality for a particular street or block. Small-scale works integrated into building fronts or alleyways can provide visual surprises, humor, and/or historical references to the area. The zone allows for a variety of art responses from murals, ceramic tile, and freestanding abstract or representational works.

2. **General Development District**: This geographical area is generally defined as the thoroughfares of Granite Drive, Sunset Boulevard, Stanford Ranch Road, Park Drive and portions of Rocklin Road and Pacific Street and refers to locations where there are high levels of use, traffic, and development that define the character and identity of non-residential areas of the City.

   These locations offer an opportunity to create linkages to the old town area through new or renovated municipal facilities such as libraries and gymnasiums (not in parks) as well as new office buildings and complexes, and shopping centers and plazas. Artists may be part of the design team working with the architects, landscape architects, and the Planning Department at the beginning stages of a project, new construction or renovations to integrate artworks such as fountains, large-scale sculpture, or landscape elements into plaza areas, building exteriors, or streetscapes thus creating opportunities for highly visible and accessible art statements

3. **Parks, Trails, and Recreational Sites**: As Rocklin matures and develops, its parks, trails, and recreational areas are important gathering places for the community. Public artworks can enrich people's experiences by providing a historical context or spiritual connection to the site. In a park geared toward family activities, artwork can be humorous, interactive, or restful. Temporary exhibitions of sculpture are always welcomed in the City's parks.



Neighborhood parks also offer the opportunity for nearby residents to be involved in the selection of

artwork. As parks and trails are renovated, or new sites are created, artists may become part of the design team. The artworks for these outdoor areas can be functional (such as water elements, landscaping, play equipment, picnic area, paths, and benches) or signifying features, such as gateways or historical references. All works must be durable, safe, and require little maintenance.

4. **Transit, Freeways, and Roads**: Rocklin has a network of roadways and freeways that increasingly has become the defining experience of residents and visitors partaking of the City's amenities.

   The Amtrak station is a transportation center that has strong ties to the City's history and offers inspiration and opportunities for art. Bus stops, benches, underpasses, overpasses, roundabout centers, and light posts offer visual opportunities to enhance the traveler's journey. Artists can design benches, shelters, and light fixtures to reflect the identity or project images of the surrounding neighborhood and area. Murals or tile elements can enliven freeway underpasses, and metal images can replace barriers on pedestrian bridges and overpasses. Sculptures and other free standing pieces can enhance roundabout intersections. As streets are widened, or sidewalks and streetscapes improved, artist-designed elements can be included.

5. **Gateways:** Entrances to Rocklin, the City and districts, present an opportunity to define and announce the character of the community while celebrating connections between the city, surrounding communities, and the natural setting. This zone should be considered as one, ongoing cohesive project. A design team consisting of artists, landscape architects, and community members should be chosen to create an overall concept and plan for the major entrances and exits to the community. For example, the team might research historical symbols that could be reproduced in different media and in a scale appropriate to the various locations. Opportunities for art exist on streetlight welcome banners, metal archways and community kiosk signs at City entrances.



Goals:

I. Make the Arts Available to all Rocklin Residents

II. Support the Arts and Artists of the Community

III. Weave the Arts into the City's Planning and Design Process

IV. Celebrate the History of the City's Artistic Achievements

V. Stimulate Economic Vitality via the Arts

VI. Create Opportunities for Artistic Expression in all its Diversity

VII. Assess Arts and Cultural Activities, Programs, Resources, and Services

Goal I. Make the Arts Available to All Rocklin Residents

Objectives and Strategies:

1. Communicate information for and about the Arts to everyone.
    a. Using available technology, disseminate information about the Arts.
    b. Communicate activities of regional, state, and national public and private Arts agencies and organization within the Rocklin community.
    c. Collaborate with other art agencies and organizations to develop, maintain, and enhance a local and regional audience base for the Rocklin Arts community.

2. Provide the public with increased physical accessibility to the arts.
    a. Identify areas of Rocklin programs and events for increased exposure to the Arts.
    b. Create and implement model programs providing accessibility to the Arts for everyone.
    c. Collaborate with other art agencies and organizations to develop art classes and programs for all ages.

3. Maintain and expand information-gathering and dissemination systems for arts and cultural activities.
    a. Develop and maintain arts information on the City of Rocklin website.
    b. Add art events to the community calendar.
    c. Disseminate information in the Recreation, Arts, and Event Tourism e-Blasts, Recreation, Arts, and Event Tourism annual Inside Rocklin publication, local media, and other community websites.

Goal II. Support the Arts and Artists in the Community

Objectives and Strategies:

1. Identify and/or establish associations and partnerships with regional, state, and national service and advocacy organizations that benefit local artists and Arts organizations.
    a. Encourage widespread interaction with other local, state, and national arts agencies.

2. Establish a local network of partnerships in support of the Arts and artists in Rocklin.
    a. Identify local artists, art groups, and organizations, including prospects for public and private sponsorships and partnership links.
    b. Provide the arts community with workshops, seminars, and forums to explore partnership possibilities.
    c. Provide for a liaison that facilitates arts related projects and activities.

3. Provide stabilization for existing arts organizations and assist emerging groups and individual artists.
    a. Serve as a resource to link artists, businesses, and individuals to secure funding, and technical and professional support.

b. Establish and maintain a municipal grant program to local art organizations and programs.
c. Build a citywide arts advocacy group.

Goal III. Weave the Arts into the City's Planning and Design Process.

Objective and Strategy:

1. Encourage the need for long-term strategies to integrate the Arts in civic planning and design.
   a. Develop policies and procedures to consider and recommend Public Art projects and initiatives for the City.

2. Promote arts and cultural programs in new development.
   a. Work with appropriate agencies during the planning and development of new projects or redevelopment projects in the City of Rocklin.
   b. Recommend that new development includes funding for art and cultural programs and facilities.
   c. Establish a 501(c)(3) partnership with Rocklin Fine Arts (RFA) and policies that will allow developers to donate their project art allowing for possible tax benefit opportunities.

3. Develop guidelines for a public art program in Rocklin.
   a. Develop voluntary guidelines for public art in Rocklin.
   b. Review and analyze the potential for establishing mandatory participation in a public art program.
   c. Encourage public art that reflect Rocklin's heritage and community values.
   d. Make recommendations for participatory guidelines in a public art program.

Goal IV. Celebrate the History of the City's Artistic Achievements.

Objectives and Strategies:

1. Provide opportunities that reflect and celebrate Rocklin's artistic, cultural, and historical traditions and heritage.
   a. Promote events that encourage artists to engage in interpretive historic work.
   b. Promote art elements in the Transit, Freeways, and Roads public art zone. Ideas may include, but are not limited to, benches, shelters, light fixtures, etc.
   c. Design and implement a plan for all major entrances/exits to Rocklin as part of the gateways public art zone. Some opportunities include, but are not limited to, streetlight welcome banners, metal archways, and community kiosk signs.

2. Preserve the elements that contribute to the unique character of the Rocklin community.

a. Preserve the elements that proposed artistic endeavors exhibit sensitivity and respect for the site where it will be placed and/or take place.
b. Promote citizen awareness of the communities' unique historic elements.

3. Preserve places and events of historical significance.
   a. Develop policies and procedures to protect the City's artistic, cultural, and historical artifacts and sites.
   b. Collaborate with artists and community groups to preserve the ongoing history of the Arts in Rocklin.

Goal V. Stimulate Economic Vitality via the Arts.

Objectives and Strategies:

1. Establish and maintain a relationship with a non-profit art support organization.
   a. Create a non-profit organization to support the Art Task Force goals.
   b. Provide guidance and support to the Art Task Force.

2. Arts-to-Business/Business-to-Arts encounters and partnership opportunities.
   a. Promote art events that attract foot traffic within the pedestrian retail district and create an awareness of all public art zones in Rocklin.
   b. Educate business groups on the economic benefits of art/business partnerships.
   c. Encourage artists to seek opportunities to enhance the physical environment of the public art zones.
   d. Create and promote forums for the exchange of ideas and goals between artists, arts advocates, and members of the business community.

3. Work in partnership with the private sector to promote Rocklin as an Arts destination.
   a. Pursue projects and initiatives that use the Arts to attract visitors.
   b. Cultivate art events that are innovative.
   c. Promote artist participation in community-wide events.

4. Foster City participation in a commitment to enhance business through the Arts.
   a. Involve City volunteer committees in the promotion of artists, arts, and events that contribute to the Rocklin economy.
   b. Demonstrate a commitment by the City to the economic vitality of Rocklin through the Arts.
   c. Infuse an atmosphere of common ground in the City environment exemplifying how the Arts can take a leading role in the development of Rocklin.

5. Provide opportunities for the artists to enhance citywide economic development of Rocklin.
    a. Support the opportunities that bring audiences to Rocklin through vehicles as performances, residences, workshops, and master classes.

6. Promote the Arts as a means to enhance the quality of life of the citizens of Rocklin.
    a. Encourage art elements in private development.
    b. Support mixed-use development conducive to live/art space.
    c. Encourage artist participation in public and private capital improvement projects in the community.

7. Maximize the contribution of arts and cultural programs to economic development and tourism.
    a. Coordinate with the Chamber of Commerce on the promotion and marketing of cultural and performing arts activities.
    b. Promote Rocklin's image as a culturally rich community.
    c. Develop a citywide arts calendar.
    d. Work with local and regional media to ensure more coverage of the arts and cultural activities.

8. Pursue a variety of funding mechanisms for programs and facilities.
    a. Identify and analyze potential funding mechanisms including, but not limited to, public and private grants, sponsorships, fundraising programs/special events, utility bill income, Community Development Block Grant Funds, development incentives for Art in Public Places, endowments, etc.
    b. Determine appropriate source(s) of funding for specific programs.
    c. Establish funding level targets and timelines for specific programs and projects.
    d. Make recommendations to the Parks, Recreation, and Arts Commission to approve specific revenue-generating funding mechanisms.

9. Establish an Arts Incubator to cultivate for-profit art enterprises and provide support for artists
    a. Partner with William Jessup University, Sierra College, the Art Institute and other interested organizations.
    b. Identify funding opportunities with Small Business Development Corporation, local banks and private art supporters.
    c. Market local artists in City sponsored galleries and public spaces.
    d. Support art festivals to showcase Rocklin based artists and Rocklin's art assets.

e. Establish ongoing support from city-supported artists and establish a percentage of proceeds for art sales for scholarships/prizes in youth art competition.

Goal VI. Create Opportunities for Artistic Expression in all its Diversity.

Objectives and Strategies:

1. Advocate for expansion of arts and cultural outreach and lifelong learning opportunities in various segments of the community.
   a. Network with business, city, non-profit, and school groups to utilize equipment, materials, and personnel to enhance multi-generational art programs.
   b. Seek grant opportunities and develop a plan for equitable distribution of grant funds.
   c. Hold quarterly meetings with representatives from the businesses and the schools to discuss strategies for enhancing art programs.
   d. Develop a plan to promote scholarships, sponsorships, grants, and awards to encourage talented individuals to further their artistic endeavors.
   e. Explore means to provide Community Arts Education programs, such as: a lecture series, workshops, demonstrations, “meet the artist” series, and studio tours. Encourage partnerships with local businesses and schools.
   f. Encourage arts organizations to consider offering low cost or no cost programs to increase public participation.
   g. Cooperate with existing community resources (e.g. Inside Rocklin magazine, Local Colleges, Rocklin Unified School District, and Community Organizations)
   h. Enrich people’s experiences at city parks, trails, and recreational sites through the installation of public artworks.

2. Encourage Arts events and programs that are diverse in nature.
   a. Encourage diversity of local art through local programming.

3. Advocate for a broad definition of the Arts.
   a. Identify resources and opportunities that encourage and support diversity of artistic expression.

4. Work to ensure representation of a variety of artistic viewpoints and cultures.
   a. Advocate for policies that value all forms of artistic expression.
   b. Encourage the art advocacy committee to reflect the broad geographic, cultural, and professional diversity of the community.
   c. Support community efforts to present art that represents diverse artistic viewpoints and cultures.

5. Encourage opportunities for residents to experience quality cultural programs.
    a. Support artists in residence, concerts, exhibits, exhibitions, festivals, and seminars.
    b. Encourage the provision of activities, demonstrations, events, and exhibitions at minimal or no cost.
    c. Establish criteria for achieving a balance and variety of arts programs and services.
    d. Encourage the inclusion of historic, heritage, and interpretive programs in citywide special events.
    e. Facilitate partnerships that build capacity and leverage resources.

Goal VII. Assess Arts and Cultural Activities, Programs, Resources, and Services.

Objectives and Strategies:

1. Every 5 – 10 years, evaluate the desires and needs of the community as related to cultural programs.
    a. Research other communities' survey instruments.
    b. Create a survey instrument.
    c. Distribute survey throughout the community.
    d. Analyze survey results.

2. Identify available human and physical resources that deliver arts and cultural opportunities every 5 – 10 years.
    a. Annually update Arts and Cultural Directory.
    b. Inventory and analyze physical resources.
    c. Develop directory distribution system.

3. Inventory current activities, programs, and services.
    a. Record information including, but not limited to, city, commercial, individual, institutional, organizational, and private arts and cultural offerings.
    b. Include information regarding surrounding communities and industry trends.

4. Annually Update Goals and Objectives
    a. Review and update status of existing goals
    b. Identify priorities for the upcoming year

Policies and Procedures

- Implementation of the Master Plan for Municipal Projects and Private Development Projects
    - Municipal Public Art Projects
    - Private Development Public Art Projects

- Criteria for Public Art

- Criteria for the Selection of Artwork

- Procedures for Selection of Municipal Public Art
    - Site-Specific Commissions
    - Purchase of Completed Works
    - Rental or Loan of Completed Works
    - Gifts for Municipal Public Art Collection

- Collection Management for Civic and Developer Projects
    - Ownership
    - Recordkeeping
    - Maintenance
    - Conservation
    - Decommissioning

Municipal Public Art Projects

The City of Rocklin Public Services Department is involved in the initial phases of public construction projects through the implementation of the Capital Investment Program (CIP). The Public Services Department will refer a draft CIP to the Art Task Force for their recommendation for inclusion of appropriate public art. This early communication will identify any potential public art aspects that can be incorporated into any proposed Capital Investment Program project. The public art can then be identified as the projects are being scoped and funding is allocated, and prior to formal review by the City Council.

Funding for the creation, installation and administration of public art elements in major city construction projects, either for new projects or for significant renovations are best included in the overall construction budget. The public art budget should be 1% of the project budget for new construction.

Great opportunities exist in the development of community plazas, parks, and other public spaces to provide participatory public art elements that can be either functional or aesthetic. The type of public art in these public spaces should be appropriate in scale to both the site and to the public use. To enable the provision of public art elements in previously completed facilities or areas**,** the City's Capital Investment Program should include a separate block of funds dedicated to public art projects in existing parks, gateways, medians, city buildings, and other related municipal sites**.** The Capital Investment Program is a source of funds for conservation and maintenance of artwork, and for the installation of public art in areas that presently lack public art.

Private Development Public Art Projects

In the City of Rocklin, the Economic and Community Development Department is the office involved in the initial phase of private development projects. It is the responsibility of the Economic and Community Development Department to inform private developers of the voluntary public art program, and to encourage early input on public art opportunities. Participation in the public art program is encouraged for all new development or significant remodels that require review and approval by the Planning Commission and/or City Council.

When processing development projects, which fall within this Master Plan, it is also the responsibility of the Economic and Community Development Department to inform and coordinate with Recreation, Arts, and Event Tourism staff for any developers that choose to voluntarily participate in the public art program. Recreation, Arts, and Event Tourism Staff will coordinate with the Art Task Force. Projects should be referred to Recreation, Arts, and Event Tourism staff early in the process to enable review, comment and recommendation on what public art opportunities could be considered by the applicant and Economic and Community Development Department staff.

As discussed later in this Plan, the scale of art elements in private developments should be proportionate with the scale of the development and its location. The public art budget for both municipal and private development projects should also be set at a rate

that is comparable to those in place in other cities with public art programs. Since this program is voluntary the recommended budget for private development projects is recommended to be 1% of the building permit value for new construction (or alteration of more than 50% of the G.S.F. of an existing structure or area), for all projects of 25,000 sq. ft. or greater. For projects between 15,000 and 24,999 sq. ft. the recommended public art budget is ½% to 1% of the building permit value.

In private development projects where the developer chooses to incorporate public art elements, but, where the Art Task Force finds that location, siting or scale makes provision of public art enhancements inappropriate or impossible, the equivalent public art funds can be placed into an in-lieu fund maintained by Rocklin Fine Arts. Such funds will enable art enhancements to be sited adjacent to the development or elsewhere within the City, as recommended by the Art Task Force. See the Gifts for Municipal Public Art Collection section for more information on Page 22.

Public Art Criteria

"Works of art" shall mean all forms of originally created visual art, whether contemporary or traditional. The creator of the work of art shall be a practitioner in the visual arts who is recognized as an artist of serious intent and who is not a member of the project architect or landscape architect firm. Having an artist on the design team is what sets public art projects apart from other artistic embellishments. The inclusion of a public artist on the design team reflects the national "best practices" standard for public art programs. The public artist is also responsible for supervising the fabrication, or actually fabricating the public art element for the project.

Works of public art may include:

- Sculpture: free-standing, wall supported or suspended; kinetic, electronic; in any appropriate material or combination of materials
- Murals or portable paintings: in any appropriate material or variety of materials, with or without collage or the addition of non-traditional materials or means
- Photography, original works of graphic art, limited edition prints, works on/of paper, original paintings
- Earthworks, fiberworks, waterworks, neon, glass, mosaics, or any combination of forms of media including sound, literary elements, holographic images, or hybrids of media and new genres
- Furnishings or fixtures, including but not limited to gates, railings, streetlights or seating, if created by artists as unique elements
- Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist.

Ineligible Works of Art:

- Directional elements such as supergraphics, signage or color coding except where these elements are integral parts of an overall design created by a professional visual artist

- "Art objects" which are mass produced or of standard manufacture, such as playground equipment, fountains or statuary elements, unless incorporated into an artwork by a project artist
- Reproductions by mechanical or other means, of original works of art
- Decorative, ornamental, architectural or functional elements which are designed by the building architect, as opposed to elements created by an artist commissioned for that purpose.
- Landscape architecture and landscape gardening except where these elements are designed by a professional visual artist and/or are an integral part of the artwork by the artist.
- Any piece of Art that does not align with the City of Rocklin mission, vision, and values. (Profanity, politically themed, nudity, etc.)

Criteria for the Selection of Artwork

Criteria to be used in the selection of public artwork, whether by commission, purchase or gift, shall include, but not be limited to, the following:

- **Context:** Works of art must be compatible in scale, materials, form and content with their surroundings. Consideration shall be given to the architectural, historical, geographical, social/cultural context of the site, and projects that align with the values, mission and vision of the city.
- **Artistic Quality:** Works of art must be unique and shall include excellence in craftsmanship, originality in conception, and integrity of materials.
- **Media:** All forms of media may be considered. Works may be portable, permanently affixed, or incorporated in the design and/or function of a public space. Temporary exhibits or installations may also be considered for extended periods of time.
- **Permanence:** For permanently installed works, due consideration shall be given to the work's structural and surface soundness, and to inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.
- **Public Safety:** All works of art or temporary installations shall be evaluated to ensure their compliance with public safety requirements.

Procedures for Selection of Municipal Public Art

Selection methods for municipal public art include site-specific commissions (open competitions or invitational), acquisition of already completed works, rental or loan, and gift. The art selection panel will be the Art Task Force with final approval from the Parks, Recreation, and Arts Commission. The role of the Selection Panel is to assist in selecting qualified artists to be considered for a project. Decisions by the Parks, Recreation, and Arts Commission related to municipal public art shall be reported to the City Council at the next scheduled council meeting or as soon as practical. The report shall include a brief description of the artwork selected and a photo or rendering. The City Council may request additional information and/or choose to have final review and approval for any municipal public art project.

In determining the appropriate procedure to use, all projects should be examined and

evaluated for the potential for the addition of public art. The most important criterion for choosing one procedure over another is to decide which one will result in the best possible work of art for that particular project.

Site-Specific Commissions

- Work designed for a particular site with a specific theme or concept

Artist Selection Process:

1. **Invitational** - Artists invited to submit proposals, not open to public
    - Appointment of Selection Panel
    - Creation of Request for Proposals
    - Determination of list of artists to receive RFQ
    - Selection of finalists from submitted proposals
    - Selection of artist and work
    - Final approval of artist and artwork by Parks, Recreation, and Arts Commission.
    - Schedule for completion and payment
    - Approval process and signing of contract
    - Fabrication and installation of work

2. **Open Competition** - Open to all artists, public notice sent
    - Appointment of Selection Panel
    - Creation of Request for Qualifications or Request for Proposals
    - Public notification and mailing of RFQ to professional visual artists
    - Selection of finalists from submitted slides
    - Public display of maquettes for comments
    - Selection of artist and work
    - Final approval of artist and artwork by Parks, Recreation, and Arts Commission
    - Schedule for completion and payment
    - Approval process and signing of contract
    - Fabrication and installation of work

3. **Limited Competition** – Number of Artists is Limited in Response to a Specific Need
    - Appointment of Selection Panel
    - Creation of Request for Qualifications or Request for Proposals
    - Public notification and mailing of RFQ to professional visual artists
    - Selection of finalists from submitted slides
    - Public display of maquettes for comments
    - Selection of artist and work
    - Final approval of artist and artwork by Parks, Recreation, and Arts Commission
    - Schedule for completion and payment

- Approval process and signing of contract
- Fabrication and installation of work

The goal for inclusion of the work of professional artists, however, should not preclude special situations in which competitions are held, or in which public artworks created as part of an educational process, including students or youth working with practicing artist/teachers in a municipal setting, are suggested.

Purchase of Completed Works

- Appropriate for acquisition of two and three-dimensional works for city facilities
- Works offered by artist or resident for purchase

Selection Process:

1. **Works to be acquired for existing space - i.e. City facilities or public areas.**
    - Appointment of Selection Panel (Art Task Force may act as selection panel)
    - Determine budget, media, subject matter, and scope of work
    - Appropriate artists contacted and invited to submit slides of works (may also conduct a public call for artists)
    - Conduct studio visits or request artists to present works to the Art Task Force
    - Selection of specific works
    - Review of selection by Art Task Force and recommendation to the Parks, Recreation, and Arts Commission for approval

2. **Works offered by artist or residents**
    - Art Advisory Committee will review for artistic merit
    - Community and site appropriateness, liability and maintenance issues, and installation are reviewed through consultation with all appropriate City Departments and Commissions

Rental or Loan of Completed Works

- Used for temporary installations or to create an ongoing changing Public Art exhibition program
- Used in situations that support temporary installations of sculptural works or two-dimensional works of art for long term
- Also can be used for educational programs or purposes
- Ensure a safe environment for displaying purposes

Selection Process:

1. **Public Services staff determines method appropriate for works for long- term display in outdoor setting or indoor public spaces**
    - Determine budget, duration, media, and scope of project

- Develop the concept and site and select appropriate artists and artworks
- Approval of concept and site by appropriate City Departments and Art Task Force, with the Final Approval coming from the Parks, Recreation, and Arts Commission
- Acceptance of works and approval
- Signing of contract and installation procedures

2. **Public Art works or projects advanced by organizations or individuals, or organized as a "travelling exhibition" of nationally or internationally known artists.**
    - Public Services Staff will determine the budget of the project
    - Art Task Force reviews scope of project, artistic merit, and appropriateness to community and site, liability and maintenance issues, hidden budgetary concerns (i.e., installation requirements)
    - Approval of concept and site by appropriate City Departments and Art Task Force, with the Final Approval coming from the Parks, Recreation, and Arts Commission
    - Review of contract and installation procedures by appropriate Departments and Task Force

Gifts for Municipal Public Art Collection

- Donated by residents, collectors, artists, corporations, or foreign cities and countries
- The City of Rocklin will have an agreement with Rocklin Fine Arts (RFA) to be the arts liaison for donations. RFA is in the process of establishing a 501(c)(3) which allows the donations to have possible tax benefit opportunities. This agreement will also be for developers who voluntarily choose to donate cash for the installation of public art.

Approval Process:

1. **Gifts or Bequests of Work Already Completed**
    - Art Task Force reviews for artistic merit, community and site appropriateness, liability, maintenance, and installation issues, hidden costs and all documentation
    - Consultations with all affected city departments and commissions
    - Present recommendation of acceptance to Parks, Recreation, and Arts Commission for review and to provide a recommendation to the City Council

2. **Donations of Site-Specific Commissions**
    - Review of proposal by Art Task Force in consultation with all affected City Departments
    - Presentation to Parks, Recreation, and Arts Commission for their approval and recommendation to the City Council

Procedures for Selecting Public Art for Private Developments

The most successful public art projects are those that are well integrated into their sites. The selection and involvement of the artist in the early stages of the design process can help accomplish this integration. Often works of high quality fail in public situations because they are out of scale in their location, hidden by an architectural feature, situated in an unused site, or improperly lighted. Site-specific artworks are encouraged.

The applicant may use any of the art selection methods discussed previously for municipal projects. The selection of a site is as important as the selection of the artist. The criteria for the selection of the artwork and site listed in the Master Plan apply to both municipal and private development projects.

In order to assure a successful public art project, it would be advantageous for the developer to include a public art consultant and/or public artist on their design team early in the design development process. The acquisition of works of public art under the program requires a commitment by the developer or owner to preserve, protect and permanently display the work of art in its original condition at the time of installation. The routine maintenance, conservation, and preservation of the work of art shall be the responsibility of the facility owner.

While the choice of the artist and the funding of artwork are the responsibility of the applicant, the placement is subject to review and approval by the Art Task Force. The proposed artwork is reviewed and recommended by the Art Task Force (serving as the Selection Panel) and then approved by the Parks, Recreation, and Arts Commission. Decisions by the Parks, Recreation, and Arts Commission related to the placement of Public Art for Private Development shall be reported to the City Council at the next scheduled council meeting or as soon as practical. The report shall include a brief description of the artwork and proposed location. The City Council may request additional information and/or choose to have final review and approval of the art location. The Art Task Force will assure art elements are in scale to both the project and its setting. Since the Public Art Program is voluntary for Private Developments, art project will not have to be fully designed and/or approved by the Art Task Force prior to gaining approval on planning entitlements, improvement plans, final maps, or having the building permit issued. Options for art locations include, but are not limited to, site entries, vistas, plazas, common areas, project walls, gates, and prominent corners.

The Public Art Zone in which the development is located provides guidelines for the appropriate public art responses. The artworks shall be proportionate with the scale of the development in terms of visibility, compatibility with the architecture and landscape, and impact on the surrounding environment.

Prior to recommending a site for a public art project within each Public Art Zone, Public Services Department staff, in collaboration with appropriate city departments and the Art Task Force, shall evaluate the site for the following criteria:

- Visibility and public access

- Public safety
- Interior and/or exterior traffic patterns
- Relationship of art to the site's existing or future architectural or natural features
- Function and uses of the facility or site
- Future development plans for the area which may affect the public art project
- Relationship of the proposed work to existing works of art or design elements within the site's vicinity
- Social or cultural context of the proposed artwork relative to the site and its surrounding environment

Collection Management for Municipal and Private Projects Ownership

For Permanent Civic Art Projects

The City of Rocklin will own the completed artwork and will be responsible for the care, insurance and keeping of accurate records about the artwork.

For Private Development Public Art Projects

If the artwork is located within a private community the property owner would own the completed artwork and would be responsible for the care, insurance, and keeping of accurate records about the piece. If the artwork is located within a public right of way the City of Rocklin would own the completed artwork and would be responsible for the care, insurance, and keeping of accurate records about the piece.

Recordkeeping

The owner is responsible for keeping accurate, updated records of any public artwork they commission or acquire. Recordkeeping will include identifying the project on-site with a plaque and maintaining files on the artwork. Duplicate records will be kept on file with City of Rocklin.

Maintenance

The owner is responsible for the care and repair of any public artwork they commission or acquire, so long as it does not require specialized expertise (i.e.: dusting, washing, lubrication of moving parts). These tasks can usually be conducted by regular cleaning or maintenance crews, following instructions provided by the artist. If the owner is no longer able to maintain the artwork, a determination will be made if the City or some other organization can assume maintenance of the artwork. If maintenance is not financially feasible or otherwise possible, the artwork will be decommissioned per these policies and procedures.

Conservation

The Art Task Force will periodically conduct, or hire a professional conservator to conduct, a survey of the condition of all public artwork in Rocklin and make recommendations to each owner for conservation. This should occur at least every five years.

The owner will be responsible for following through with any identified conservation needs.

Decommission

Decommission, or the removal of works of public art from public display, is an action that should be carefully weighed. Should an owner wish to decommission a public artwork commissioned or acquired, the owner must present a formal request to the Art Task Force and the Parks, Recreation, and Arts Commission for its approval. The Art Task Force will evaluate requests based upon a criteria established by the City of Rocklin. The Art Task Force and Parks, Recreation, and Arts Commission can also approach an owner to recommend decommission of artwork.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Accounts Paid List - January to March 2025

Date: June 10, 2025

Submitted By: Diane Ahn, Accounting Officer
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Receive the Accounts Paid List for January 1, 2025 to March 31, 2025.

Background:
The Accounts Paid List (Attachment 1) details expenses paid to vendors, types of expenses, and the amount paid for the period between January 1, 2025 to March 31, 2025.

Fiscal Impact:
This report will not have a direct fiscal impact. The items included are either within the current year budget or have been approved through budget amendments.

ATTACHMENTS:
1. Accounts Paid List January 1 - March 31, 2025.pdf

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City of Rocklin

ACCOUNTS PAID LIST

for

January 01, 2025 through March 31, 2025

Meeting of

June 10, 2025

Signed by:
Daniel Choe
31D843A77E39437...

Administrative Services Deputy Director

5/30/2025 | 4:49 PM PDT

DATE

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City of Rocklin

Accounts Paid Summary
From: 1/1/25 To: 3/31/25

Vendor Name		Total Amount Paid
19SIX ARCHITECTS	PROFESSIONAL SERVICES	12,515.00
4LEAF, INC.	PROFESSIONAL SERVICES	39,326.30
A & S MOTORCYCLE PARTS	PROFESSIONAL SERVICES	3,102.46
AARDVARK	UNIFORMS	12,452.38
ACORN ARBORICULTURAL SERVICE INC	PROFESSIONAL SERVICES	2,500.00
ADAMSON POLICE PRODUCTS	NON-CAP. EQUIPMENT	30,958.03
ADONIA STRAGALINOS	TRAVEL/TRAINING/MEALS	129.00
ADVANCED INTEGRATED PEST MANAGEMENT	IT SUBSCRIPTION & MAINTENANCE	5,895.00
ADVANTAGE GEAR, INC.	UNIFORMS	6,222.23
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE	8,223.99
ALL MY BEST INC.	UNIFORMS	889.96
ALLSTAR FIRE EQUIPMENT	NON-CAP. EQUIPMENT	20,367.50
AMERICAN PAVEMENT SYSTEMS, INC.	PROJECT RETENTION	37,945.96
AMERICAN SOCIETY OF COMPOSERS & AUTHORS	LICENSES/MEMBERSHIPS/SUBSCRIP	890.00
ANDREW BARRINGTON	TRAVEL/TRAINING/MEALS	834.84
ANDREW KEYS	TRAVEL/TRAINING/MEALS	373.75
ANGELA DOYLE	TRAVEL/TRAINING/MEALS	1,470.65
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES	1,430.00
APS ENVIRONMENTAL, INC.	PROFESSIONAL SERVICES	262.50
ARC DOCUMENT SOLUTIONS, LLC	RENTAL/LEASE	2,266.49
ASHLEY TOPETE	PRPD EXPENSE	2,862.47
ASSET PANDA LLC	IT SUBSCRIPTION & MAINTENANCE	4,412.44
AT&T	COMMUNICATIONS	87,411.10
AT&T MOBILITY	COMMUNICATIONS	25,136.97
B&M BUILDERS, INC	FACILITIES REPAIRS AND MAINT	3,811.00
BANNER BANK	INFRASTRUCTURE	17,285.44
BARWE, INC	PROGRAM SUPPLIES/MATERIALS	175.23
BAUER COMPRESSORS INC.	REPAIR & MAINTENANCE	1,633.53
BEN FLINT	UNIFORMS	277.83
BENNETT ENGINEERING SERVICES	INFRASTRUCTURE	34,674.13
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES	482.95
BETTS TRUCK PARTS	VEHICLE & EQUIPMENT PARTS	730.70
BK TECHNOLOGIES INC	REPAIR & MAINTENANCE	1,282.65
BKF ENGINEERS	PARK IMPROVEMENTS	22,443.65
BLACKBURN CONSULTING	PROFESSIONAL SERVICES	120,820.00
BOBCAT COMPANY	VEHICLE & EQUIPMENT PARTS	2,088.95
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES	32,178.43
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES	50,634.99
BUSHNELL LANDSCAPE INDUSTRIES, INC.	PROFESSIONAL SERVICES	325.00
BZ SERVICE STATIONS MAINTENANCE INC.	PROFESSIONAL SERVICES	908.43
CA ASSOC OF HOSTAGE NEGOTIATORS	TRAVEL/TRAINING/MEALS	495.00

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Vendor Name		Total Amount Paid
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND	2,132.10
CALIFORNIA CLETS USERS GROUP	LICENSES/MEMBERSHIPS/SUBSCRIP	150.00
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	NON-CAP. EQUIPMENT	593.00
CALIFORNIA EMERGENCY SERVICES ASSOCIATION	TRAVEL/TRAINING/MEALS	854.00
CALIFORNIA HOMICIDE INVESTIGATORS ASSOCIATION	LICENSES/MEMBERSHIPS/SUBSCRIP	30.00
CALIFORNIA NARCOTICS OFFICERS ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
CALIFORNIA STATE DEPT OF CONSERV.	SEISMIC EDUCATION LIABILITY	6,556.11
CALIFORNIA STATE DEPT. OF GENERAL SERVICES	CASP SB1186 - STATE PORTION	321.20
CALIFORNIA STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES	6,644.96
CALIFORNIA STATE FISH & WILDLIFE	LICENSES/MEMBERSHIPS/SUBSCRIP	739.50
CARPI & CLAY, INC	PROFESSIONAL SERVICES	12,000.00
CD & POWER	PROFESSIONAL SERVICES	3,824.73
CDW GOVERNMENT INC.	IT SUBSCRIPTION & MAINTENANCE	97,560.50
CENTRAL VALLEY ENG. & ASPHALT INC.	INFRASTRUCTURE	711,935.66
CERVIS TECHNOLOGIES	IT SUBSCRIPTION & MAINTENANCE	1,800.00
CHAD MORRIS	TRAVEL/TRAINING/MEALS	750.00
CHAVAN & ASSOCIATES, LLP	PROFESSIONAL SERVICES	7,400.00
CHRISTOPHER CASCIATO	TRAVEL/TRAINING/MEALS	115.00
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE	7,727.13
CINTAS FIRST AID & SAFETY	PROFESSIONAL SERVICES	581.43
CISCO SYSTEMS CAPITAL CORP	IT SUBSCRIPTION & MAINTENANCE	13,149.20
CITY OF FAIRFIELD	TRAVEL/TRAINING/MEALS	275.00
CITY OF ROCKLIN - PETTY CASH	MISCELLANEOUS EXP.	250.88
CITY OF ROSEVILLE	HWY 65 PAYABLE	178,394.78
CIVICPLUS, LLC	IT SUBSCRIPTION & MAINTENANCE	2,657.02
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES	2,329.00
CLOUDBURST CONSULTING GROUP, INC	PROFESSIONAL SERVICES	1,283.50
COAR DESIGN GROUP	BUILDING	187,929.20
CONSOLIDATED COMMUNICATIONS	COMMUNICATIONS	1,203.30
CONSOLIDATED ENGINEERING, INC	PARK IMPROVEMENTS	38,000.91
CONSOR NORTH AMERICA, INC	INFRASTRUCTURE	5,716.44
COPWARE INC.	IT SUBSCRIPTION & MAINTENANCE	965.00
CORE PSYCHOLOGICAL CORPORATION	RECRUITMENT EXPENSES	4,500.00
COUNTCO CAPITAL, LLC	RENTAL/LEASE	16,763.22
CRAFCO, INC.	PROGRAM SUPPLIES/MATERIALS	4,067.26
CRITICAL REACH	IT SUBSCRIPTION & MAINTENANCE	675.00
CSG CONSULTANTS INC.	PROFESSIONAL SERVICES	2,700.00
CURTIS BLUE LINE	UNIFORMS	23,668.78
CWKK CORP	IT SUBSCRIPTION & MAINTENANCE	474.00
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES	260.65
DANIEL CHOE	TRAVEL/TRAINING/MEALS	435.65
DARRELL JANTZ	TRAVEL/TRAINING/MEALS	368.50

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Vendor Name		Total Amount Paid
DATCO SERVICES CORPORATION	PROFESSIONAL SERVICES	1,198.70
DAVE BANG ASSOCIATES INC OF CALIFORNIA	PROGRAM SUPPLIES/MATERIALS	14,279.33
DAVID DOWNING (USA FENCE COMPANY)	REPAIR & MAINTENANCE	620.20
DEBBIE BALLEM	TRAVEL/TRAINING/MEALS	355.00
DELL	IT SUBSCRIPTION & MAINTENANCE	279.76
DIANE AHN	TRAVEL/TRAINING/MEALS	1,239.25
DOCUSIGN, INC.	IT SUBSCRIPTION & MAINTENANCE	13,060.71
DOKKEN ENGINEERING	INFRASTRUCTURE	80,510.33
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES	422,234.19
DONNOE & ASSOCIATES. INC.	RECRUITMENT EXPENSES	341.00
DYLAN WESTFALL	TRAVEL/TRAINING/MEALS	129.00
EASTER SEALS SUPERIOR CALIFORNIA	PROFESSIONAL SERVICES	5,321.18
ECONOMIC AND PLANNING SYSTEMS, INC.	PROFESSIONAL SERVICES	8,517.50
EDWARD C. OBAYASHI	INSTRUCTIONAL SERVICES	3,803.53
EFFECTIVE FITNESS COMBATIVES LLC	TRAVEL/TRAINING/MEALS	3,747.00
EMILY SORG	TRAVEL/TRAINING/MEALS	171.84
ENTENMANN-ROVIN COMPANY	UNIFORMS	3,251.82
ERIK GARSIDE	TRAVEL/TRAINING/MEALS	363.75
ESRI INC.	IT SUBSCRIPTION & MAINTENANCE	55,000.00
EVERGREEN SERVICES TOPCO, LLC	IT SUBSCRIPTION & MAINTENANCE	31,010.84
EXCELCHEM ENVIRONMENTAL LABS, INC.	REPAIR & MAINTENANCE	271.00
FBD VANGUARD CONTRUCTION	INFRASTRUCTURE	164,958.48
FEDEX	RECRUITMENT EXPENSES	53.04
FEHR & PEERS	PROFESSIONAL SERVICES	36,941.20
FFP FUND VIII CEI PARTNERSHIP, LLC	UTILITIES	32,180.78
FIFTH ASSET, INC	PROFESSIONAL SERVICES	13,000.00
FIRECODE SAFETY EQUIPMENT, INC.	REPAIR & MAINTENANCE	3,988.95
FIREFIGHTERS BURN INSTITUTE	LICENSES/MEMBERSHIPS/SUBSCRIP	250.00
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM	14,869.77
FIRST AMERICAN TITLE COMPANY	PROFESSIONAL SERVICES	981.60
FLOCK GROUP INC	RENTAL/LEASE	116,645.00
FOSTER & FOSTER CONSULTING ACTUARIES, INC	PROFESSIONAL SERVICES	1,700.00
FRANCHISE TAX BOARD	PAYROLL DEDUCTS PAYABLE	2,174.47
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES	4,465.98
FUTURE FORD LINCOLN	VEHICLE & EQUIPMENT PARTS	2,197.82
GARRITT H. WALSH (SELECT ELECTRIC)	PROFESSIONAL SERVICES	7,992.00
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS	15,955.46
GLENN ROSE PHOTOGRAPHY & DESIGN	ADVERTISING/PROMOTIONAL	25.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	VEHICLE & EQUIPMENT PARTS	4,698.67
GRAINGER	PROGRAM SUPPLIES/MATERIALS	1,075.10
GRANICUS INC	IT SUBSCRIPTION & MAINTENANCE	17,286.22
GRANITE CONSTRUCTION CO.	PROGRAM SUPPLIES/MATERIALS	2,219.21

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Vendor Name		Total Amount Paid
GREG HILTON	TRAVEL/TRAINING/MEALS	368.50
GREG JENSEN	TRAVEL/TRAINING/MEALS	387.00
GREG M. STENSLER	TRAVEL/TRAINING/MEALS	1,113.75
GREGORY TAWNEY	PROFESSIONAL SERVICES	2,400.00
GYMDOC, INC.	IT SUBSCRIPTION & MAINTENANCE	345.00
HARRIS INDUSTRIAL GASES	PROGRAM SUPPLIES/MATERIALS	293.90
HDL COREN & CONE	PROFESSIONAL SERVICES	4,320.00
HELIX ENVIRONMENTAL PLANNING, INC	PROFESSIONAL SERVICES	945.00
HERC EXCHANGE LLC	RENTAL/LEASE	7,402.64
HERITAGE LANDSCAPE SUPPLY GROUP	PROGRAM SUPPLIES/MATERIALS	29,075.16
HI-TECH EMERGENCY VEHICLE SERVICE	VEHICLE & EQUIPMENT PARTS	1,767.03
HOMELESS RESOURCE COUNCIL OF THE SIERRAS	IT SUBSCRIPTION & MAINTENANCE	950.00
HOMEWOOD BUILDING SUPPLY, LLC	PROGRAM SUPPLIES/MATERIALS	184.46
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS	2,789.98
HUNT & SONS INC.	FUEL/OIL	124,824.98
IAFF ROCKLIN FIREFIGHTERS	PAYROLL DEDUCTS PAYABLE	11,990.00
IMAGE OUTFITTERS PHOTOGRAPHY INC	PROFESSIONAL SERVICES	3,050.84
IMAGETREND, INC	IT SUBSCRIPTION & MAINTENANCE	19,283.94
INFINITY TECHNOLOGIES	PROFESSIONAL SERVICES	5,095.00
INSOMNIAC PRODUCTIONS	ADVERTISING/PROMOTIONAL	579.15
INTERNATIONAL ASSOC OF CHIEFS OF POLICE	LICENSES/MEMBERSHIPS/SUBSCRIP	440.00
INTERNATIONAL MAILING EQUIPMENT INC.	IT SUBSCRIPTION & MAINTENANCE	1,824.00
INTERNATIONAL STUDENT TOURS, INC.	TRAVEL/TRAINING/MEALS	10,635.00
INTERSTATE SALES	NON-CAP. EQUIPMENT	1,590.85
IS INC	TRAVEL/TRAINING/MEALS	1,450.00
ISIMULATE	TRAVEL/TRAINING/MEALS	995.00
IVAN RODRIGUEZ	TRAVEL/TRAINING/MEALS	1,432.75
J & A STEAM, LLC	PROFESSIONAL SERVICES	5,175.00
J.J.R. ENTERPRISES, INC	PROGRAM SUPPLIES/MATERIALS	10,755.72
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE	1,042,280.04
JASON SHEARER	RET HEALTH PAYGO INSURANCE	1,698.00
JASON WESTGATE	TRAVEL/TRAINING/MEALS	546.73
JEFF FUCHS (CNW CONSTRUCTION)	BUILDING	411,157.62
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE	531.00
JJMS ENTERPRISES INC	PROFESSIONAL SERVICES	1,629.88
JOBELEPHANT.COM INC	RECRUITMENT EXPENSES	1,039.00
JOHN SCHAAD	TRAVEL/TRAINING/MEALS	200.00
JON HARTMAN	INSTRUCTIONAL SERVICES	7,390.50
JORDAN VELASCO	TRAVEL/TRAINING/MEALS	129.00
JULIE ERVIN	TRAVEL/TRAINING/MEALS	67.82
K9 TACTICAL GEAR INC	PROGRAM SUPPLIES/MATERIALS	3,572.60
KEN BROADWAY	TRAVEL/TRAINING/MEALS	1,850.56

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Vendor Name		Total Amount Paid
KESTER CONSULTING CORPORATION	PROFESSIONAL SERVICES	210.00
KEYSER MARSTON ASSOCIATES, INC.	PROFESSIONAL SERVICES	3,680.00
KIMLEY-HORN AND ASSOCIATES INC.	INFRASTRUCTURE	135,459.09
KOEFRAN INDUSTRIES, INC.	PROFESSIONAL SERVICES	250.00
KP RESEARCH SERVICES, INC	RECRUITMENT EXPENSES	1,940.00
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT	12,336.84
LAURA DEASON	PROFESSIONAL SERVICES	6,000.00
LAWRENCE J. OSBORNE (ELEPHANT IDEAS)	PROGRAM SUPPLIES/MATERIALS	107.21
LEAGUE OF CALIFORNIA CITIES	LICENSES/MEMBERSHIPS/SUBSCRIP	23,943.00
LEGAL DEFENSE FUND OF THE PEACE OFFICERS RESEARCH	RESERVE OFFICER EXPENSE	48.00
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE	1,092.00
LEGAL UPDATES, LLC	IT SUBSCRIPTION & MAINTENANCE	2,376.00
LEHR AUTO ELECTRIC INC.	FLEET CAPITAL	22,843.25
LES SCHWAB TIRE CENTER	PROFESSIONAL SERVICES	4,321.57
LEXIPOL, LLC	IT SUBSCRIPTION & MAINTENANCE	4,725.00
LEXISNEXIS	PROFESSIONAL SERVICES	5,295.24
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS	7,677.06
LOGOS IMAGING LLC	MACHINERY & EQUIPMENT	89,078.12
LSA ASSOCIATES, INC.	PARK IMPROVEMENTS	34,989.60
LUMOS & ASSOCIATES, INC.	INFRASTRUCTURE	46,791.50
MACCLELLAN SANDERS (MAC SANDERS PHOTO)	ADVERTISING/PROMOTIONAL	1,448.40
MAGELLAN HEALTHCARE, INC	PROFESSIONAL SERVICES	2,948.40
MALLORY SAFETY AND SUPPLY LLC	NON-CAP. EQUIPMENT	3,864.93
MARK FLATLEY	TRAVEL/TRAINING/MEALS	230.00
MATERIAL HANDLING SYSTEMS, INC	PROFESSIONAL SERVICES	1,639.49
MATHEW DESIDERI	NON-CAP. EQUIPMENT	116.00
MATT ROEMMICH	TRAVEL/TRAINING/MEALS	301.00
MATTHEW SCOT PICCHI	TRAVEL/TRAINING/MEALS	321.75
MCGUIRE & HESTER	INFRASTRUCTURE	328,423.24
MED I ACQUISITION INC	REPAIR & MAINTENANCE	43.22
MEGAN BRESSEM	TRAVEL/TRAINING/MEALS	163.75
MELTON DESIGN GROUP. INC.	PROFESSIONAL SERVICES	15,000.00
MIKE DAVIS (FOUR STAR BUILDING)	PROFESSIONAL SERVICES	21,390.00
MILLER PLANNING ASSOCIATES	PROFESSIONAL SERVICES	22,157.72
MIRACLE PLAYSYSTEMS, INC.	PARK IMPROVEMENTS	53,752.87
MONIQUE GILLETTE	PRPD EXPENSE	11,628.90
MOTOROLA SOLUTIONS, INC.	FLEET CAPITAL	57,587.86
MUNICIPAL EMERGENCY SERVICES, INC.	REPAIR & MAINTENANCE	277.78
MUNICIPAL MANAGEMENT	PROFESSIONAL SERVICES	1,786.20
MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	5,733.40
MYRA R. SALAZAR	TRAVEL/TRAINING/MEALS	140.00
NAMESCAPE CORPORATION	IT SUBSCRIPTION & MAINTENANCE	2,003.00

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Vendor Name		Total Amount Paid
NATHAN WHANN	TRAVEL/TRAINING/MEALS	393.02
NATIONAL FIRE PROTECTION ASSOC.	IT SUBSCRIPTION & MAINTENANCE	679.99
NEIGHBORLY PEST MANAGEMENT	PROFESSIONAL SERVICES	4,090.00
NEIL COSTA	TRAVEL/TRAINING/MEALS	1,193.50
NETWORK DESIGN ASSOCIATES	PROFESSIONAL SERVICES	24,011.25
NETWRIX CORPORATION	IT SUBSCRIPTION & MAINTENANCE	3,963.92
NEWPORT BEACH-ALLIANT INSURANCE SERVICE, INC.	INSURANCE PREMIUMS	1,277.00
NI GOVERNMENT SERVICES INC.	COMMUNICATIONS	100.65
NICHOLS CONSULTING ENGINEERS, CHTD	PROFESSIONAL SERVICES	7,600.30
NOR CAL SIGNAL SUPPLY LLC	REPAIR & MAINTENANCE	44,143.30
NORTH AMERICAN RESCUE, LLC	PROGRAM SUPPLIES/MATERIALS	1,657.99
NORTHERN CA REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS	1,000.00
NORTHERN CALIF CITIES SELF INS FUND	WORKERS COMP INS PREMIUMS	552,164.00
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS	56,251.07
OCCU-MED, LTD.	RECRUITMENT EXPENSES	6,393.34
OCEAN SHORE PRINTING	GENERAL OFFICE SUPPLIES	717.32
ONE TIME PAY	REFUND PAYABLE	17,740.66
PACIFIC GAS & ELECTRIC CO.	UTILITIES	599,574.65
PACIFIC PRODUCTS AND SERVICES LLC	PROGRAM SUPPLIES/MATERIALS	4,826.25
PAPE MACHINERY INC	VEHICLE & EQUIPMENT PARTS	2,244.20
PARCEL QUEST	IT SUBSCRIPTION & MAINTENANCE	23,100.00
PARTS AUTHORITY LLC	VEHICLE & EQUIPMENT PARTS	1,980.74
PBM CONSTRUCTION, INC.	INFRASTRUCTURE	160,838.00
PEACE OFFICERS RESEARCH ASSOCIATION OF CA	RESERVE OFFICER EXPENSE	24.00
PETDATA	PROFESSIONAL SERVICES	2,167.40
PETER BARRON STARK COMPANIES, INC	PROFESSIONAL SERVICES	10,700.00
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE	233,212.10
PLACER COUNTY CLERK-RECORDER	ELECTIONS	60,869.25
PLACER COUNTY ENVIRONMENTAL HEALTH	PROFESSIONAL SERVICES	5,896.00
PLACER COUNTY FLOOD CONTROL & CONSERVATION	FLOOD DISTRICT LIABILITY	769.00
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES	42,131.50
PLACER COUNTY PUBLIC WORKS DEPARTMENT	PROFESSIONAL SERVICES	331,472.50
PLACER COUNTY TRANSPORTATION PLANNING AGENCY	PROFESSIONAL SERVICES	32,000.00
PLACER COUNTY WATER AGENCY	INFRASTRUCTURE	329,403.88
PLACER JUSTICE FOUNDATION	TRAVEL/TRAINING/MEALS	150.00
PLACER LAW ENFORCEMENT AGENCY	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
PLACER MOSQUITO AND VECTOR CONTROL DISTRICT	PROFESSIONAL SERVICES	612.20
POINT EMBLEMS LLC	ADVERTISING/PROMOTIONAL	1,208.66
POSITIVE PROMOTIONS, INC	PROGRAM SUPPLIES/MATERIALS	2,051.49
PRIDE INDUSTRIES ONE INC.	PROFESSIONAL SERVICES	117,661.53
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS	7,671.17
PRIORITY DISPATCH	IT SUBSCRIPTION & MAINTENANCE	5,600.00

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Vendor Name		Total Amount Paid
PROFORCE LAW ENFORCEMENT	NON-CAP. EQUIPMENT	10,632.77
RAFAEL CHAVEZ (CHAVEZ FOUNTAIN)	PROFESSIONAL SERVICES	2,200.00
RAFTELIS FINANCIAL CONSULTANTS, INC	PROFESSIONAL SERVICES	5,000.00
RAINS LUCIA STERN ST. PHALLE & SILVER, PC	INSTRUCTIONAL SERVICES	2,500.00
RDO EQUIPMENT CO	PROFESSIONAL SERVICES	1,931.29
RECREATION SCIENCE INC.	PROFESSIONAL SERVICES	4,250.00
RELENTLESS LLC	TRAVEL/TRAINING/MEALS	699.00
RIVERVIEW INTERNATIONAL TRUCKS	VEHICLE & EQUIPMENT PARTS	4,490.16
ROCKLIN CHAMBER OF COMMERCE	LICENSES/MEMBERSHIPS/SUBSCRIP	22.00
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE	31,150.56
ROCKLIN RANCH VETERINARY HOSPITAL	PROFESSIONAL SERVICES	240.10
ROCKLIN WINDUSTRIAL	NON-CAP. EQUIPMENT	1,668.81
RON TURLEY ASSOCIATES	IT SUBSCRIPTION & MAINTENANCE	3,850.00
ROSS RECREATION EQUIPMENT CO, INC.	PROGRAM SUPPLIES/MATERIALS	4,211.11
RR & NS ENTERPRISES INC	MISCELLANEOUS EXP.	4,848.75
RSC ENGINEERING, INC.	PARK IMPROVEMENTS	15,076.25
RUSTIN BANKS	TRAVEL/TRAINING/MEALS	203.50
RYAN BRAYTON	TRAVEL/TRAINING/MEALS	605.50
RYAN SESSIONS	TRAVEL/TRAINING/MEALS	219.00
SACRAMENTO COUNTY	PROFESSIONAL SERVICES	21,648.00
SACRAMENTO COUNTY SHERIFF'S DEPARTMENT	PROFESSIONAL SERVICES	6,130.00
SACRAMENTO REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS	549.00
SACRAMENTO REGIONIAL FIRE PREVENTION	LICENSES/MEMBERSHIPS/SUBSCRIP	60.00
SAFARILAND, LLC	PROGRAM SUPPLIES/MATERIALS	5,322.82
SAFETY-KLEEN SYSTEMS, INC.	IT SUBSCRIPTION & MAINTENANCE	2,214.44
SARAH WALTON	TRAVEL/TRAINING/MEALS	138.88
SDI PRESENCE LLC	PROFESSIONAL SERVICES	34,260.00
SEARCH AMERICA, LLC	IT SUBSCRIPTION & MAINTENANCE	329.85
SECURITY & ASSET MANAGEMENT, LP	IT SUBSCRIPTION & MAINTENANCE	7,837.06
SENIORS FIRST, INC.	PROFESSIONAL SERVICES	4,804.12
SENTINEL FIRE EQUIPMENT	REPAIR & MAINTENANCE	233.49
SERVPRO OF AUBURN/ROCKLIN	PROFESSIONAL SERVICES	250.00
SHERBURN L. HINKLEY (HINKLEY'S MASONRY)	PROPERTY DAMAGE EXPENDITURE	28,785.00
SHI INTERNATIONAL CORP.	IT SUBSCRIPTION & MAINTENANCE	10,293.54
SHUMS CODA ASSOCIATES, INC	PROFESSIONAL SERVICES	7,311.93
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	REPAIR & MAINTENANCE	26,704.53
SMITHWAY ASSOCIATES, INC	RENTAL/LEASE	5,997.56
SOUTH PLACER M.U.D.	UTILITIES	9,068.04
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES	719,453.56
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES	3,596.00
ST. FRANCIS ELECTRIC, INC.	PROPERTY DAMAGE EXPENDITURE	6,008.77
STACIE FORD (BORN TO DANCE)	INSTRUCTIONAL SERVICES	978.25

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Vendor Name		Total Amount Paid
STAND UP PLACER, INC	PROFESSIONAL SERVICES	1,149.15
STERICYCLE, INC	PROFESSIONAL SERVICES	775.87
STRYKER CORPORATION	REPAIR & MAINTENANCE	7,349.49
SUMER K. REGALIA	TRAVEL/TRAINING/MEALS	368.50
SUNBELT RENTALS INC.	RENTAL/LEASE	7,711.13
SUTTER BUTTES COMMUNICATIONS	PROFESSIONAL SERVICES	25,656.06
SUTTER BUTTES FIRE EXTINGUISHER	REPAIR & MAINTENANCE	2,667.34
SWARCO MCCAIN, INC	REPAIR & MAINTENANCE	20,749.67
SYMBOL ARTS	UNIFORMS	74.35
SYN-TECH SYSTEMS, INC	LICENSES/MEMBERSHIPS/SUBSCRIP	550.00
SYTECH SOLUTIONS	PROFESSIONAL SERVICES	5,100.00
TAMEKA USHER	TRAVEL/TRAINING/MEALS	279.40
TARGET SOLUTIONS LEARNING LLC	IT SUBSCRIPTION & MAINTENANCE	7,003.34
TERRI RUGGERI	INSTRUCTIONAL SERVICES	1,534.00
TETRA TECH, INC.	PROFESSIONAL SERVICES	1,196.52
THE BACKFLOW DEPOT	PROGRAM SUPPLIES/MATERIALS	1,480.06
THE BEISTLE COMPANY	PROGRAM SUPPLIES/MATERIALS	2,741.57
THE GATHERING INN	PROFESSIONAL SERVICES	48,000.00
THE GOODYEAR TIRE & RUBBER COMPANY	PROFESSIONAL SERVICES	11,650.44
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES	400.00
THE NOLLER GROUP LLC	INSTRUCTIONAL SERVICES	1,170.00
THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS	MACHINERY & EQUIPMENT	37,869.25
THURMOND CONSULTING LLC	PROFESSIONAL SERVICES	25,250.00
TIM SARTAIN	TRAVEL/TRAINING/MEALS	129.00
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	PROFESSIONAL SERVICES	8,960.00
TKE ENGINEERING, INC	PROFESSIONAL SERVICES	1,295.00
T-MOBILE USA, INC	PROFESSIONAL SERVICES	165.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	IT SUBSCRIPTION & MAINTENANCE	1,556.57
TREE PRO TREE SERVICES INC	PROFESSIONAL SERVICES	14,364.22
TRIMM'S BUILDING MATERIALS	RENTAL/LEASE	800.00
TRUCKSMART INC	VEHICLE & EQUIPMENT PARTS	101.83
TYLER TECHNOLOGIES INC.	IT SUBSCRIPTION & MAINTENANCE	104,780.20
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL	31,311.77
UBORA ENGINEERING & PLANNING	PROFESSIONAL SERVICES	4,700.00
ULINE	PROGRAM SUPPLIES/MATERIALS	337.65
ULTRA LINK CABLING SYSTEMS, INC.	PROFESSIONAL SERVICES	12,997.29
UNICO ENGINEERING, INC.	INFRASTRUCTURE	45,456.65
UNION PACIFIC RAILROAD COMPANY	INFRASTRUCTURE	22,033.20
UNITED OF OMAHA LIFE INSURANCE COMPANY	PAYROLL DEDUCTS PAYABLE	15,260.90
VALLEY POWER SYSTEMS INC.	VEHICLE & EQUIPMENT PARTS	776.83
VCA ANIMAL HOSPITALS, INC	PROFESSIONAL SERVICES	1,485.29
VERIZON BUSINESS	COMMUNICATIONS	210.31

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Vendor Name		Total Amount Paid
VERIZON WIRELESS	COMMUNICATIONS	17,073.35
VERIZON WIRELESS SERVICES, LLC	PROFESSIONAL SERVICES	375.00
VOLLMAR NATURAL LANDS CONSULTING	PROFESSIONAL SERVICES	34,357.00
WALKER'S OFFICE SUPPLIES	NON-CAP. EQUIPMENT	3,489.18
WAVE BROADBAND	COMMUNICATIONS	62,664.46
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS	1,260.01
WESTERN PLACER WASTE MANAGEMENT AUTHOR.	PROGRAM SUPPLIES/MATERIALS	49.00
WHITE CAP SUPPLY HOLDINGS II, LLC	REPAIR & MAINTENANCE	50.70
WHITLOCK & WEINBERGER TRANSPORTATION, INC.	PROFESSIONAL SERVICES	24,252.50
WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES	17,160.46
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES	28,662.00
ZACHARY LEWIS	TRAVEL/TRAINING/MEALS	707.72
ZOHO CORPORATION	IT SUBSCRIPTION & MAINTENANCE	2,512.00
ZONOUSIA LEE	TRAVEL/TRAINING/MEALS	163.75
ZOOM VIDEO COMMUNICATIONS INC	IT SUBSCRIPTION & MAINTENANCE	1,185.00
US BANK	JAN, FEB, MAR CALCARD PAYMENT	288,465.10
	Total:	$10,348,343.56

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Quarterly Treasurer's Report

Date: June 10, 2025

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

Department: Administrative Services - Finance

Recommendation:
Receive the Treasurer's Report for the Quarter Ending March 31, 2025.

Background:
The Quarterly Treasurer's Report (Attachment 1) for the quarter ending March 31, 2025, provides information on the City's investments, including the depository, maturity date, principal amount, and estimated annualized interest earnings, in accordance with the City's Investment Policy (Resolution No. 2024-150).

The Investment Report for assets managed by Chandler Asset Management (Attachment 2) and the Placer County Treasurer's Pooled Investment Reports (Attachment 3) for the same period are also included. These reports detail the investment values and list individual securities held during the reporting period.

ATTACHMENTS:
1. Treasurer's Report for Quarter Ending March 31, 2025
2. Investment Report
3. Placer County Treasurer's Pooled Investment Report

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CITY OF ROCKLIN
TREASURER'S REPORT OF INVESTMENTS & CASH
March 31, 2025

DEPOSITORY	PURCHASE DATE	MATURITY DATE	RATE %	AMOUNT	TOTAL AMOUNT	ANNUALIZED INT. RETURN	SPECIAL NOTES
INVESTMENTS							
LOCAL AGENCY INVESTMENT FUND			4.313	$ 39,336,114	$ 39,336,114	$ 1,696,567	Type: State Pooled Investment Account Considered 1 day funds
CITIGROUP INC.	12/11/1998	02/15/2098	6.875	$ 20,000	$ 20,000	$ 1,375	Type: Corporate Bond Coupon Rate: 6.875 Cost is reported Market Value: $22,599.84* Par Value: $20,000
PLACER COUNTY TREASURER'S INVESTMENT PORTFOLIO			3.863	$ 9,283,147	$ 9,283,147	$ 358,608	Type: County Pooled Investment Account Considered 1 day funds
FIVE STAR BANK (ROCKLIN RISE) DEPOSIT			4.353	$ 5,598,996	$ 5,598,996	$ 243,724	Type: Public Money Market Account Considered 1 day funds
CITY OF ROCKLIN INVESTMENT PORTFOLIO			3.480	$ 71,604,200	$ 71,604,200	$ 2,491,826	Type: City Pooled Investment Account Considered 1 day funds
TOTAL INVESTMENTS					**$ 125,842,457**	**$ 4,792,100**	
AVERAGE PERCENTAGE ON INVESTMENTS			3.808%		WEIGHTED AVERAGE MATURITY		1.44 years
OPERATING ACCOUNTS							
WELLS FARGO OPERATING ACCOUNT			N/A	$ 5,977,762	$ 5,977,762	$ -	Type: Checking Account Immediate Access Compensatory balance arrangement
CDBG ACCOUNT			0.680	$ 158,446	$ 158,446	$ 1,077	Type: Checking Account Immediate Access
TOTAL OPERATING ACCOUNTS					**$ 6,136,208**	**$ 1,077**	

* Sources of pricing as reported by Wells Fargo Investments.

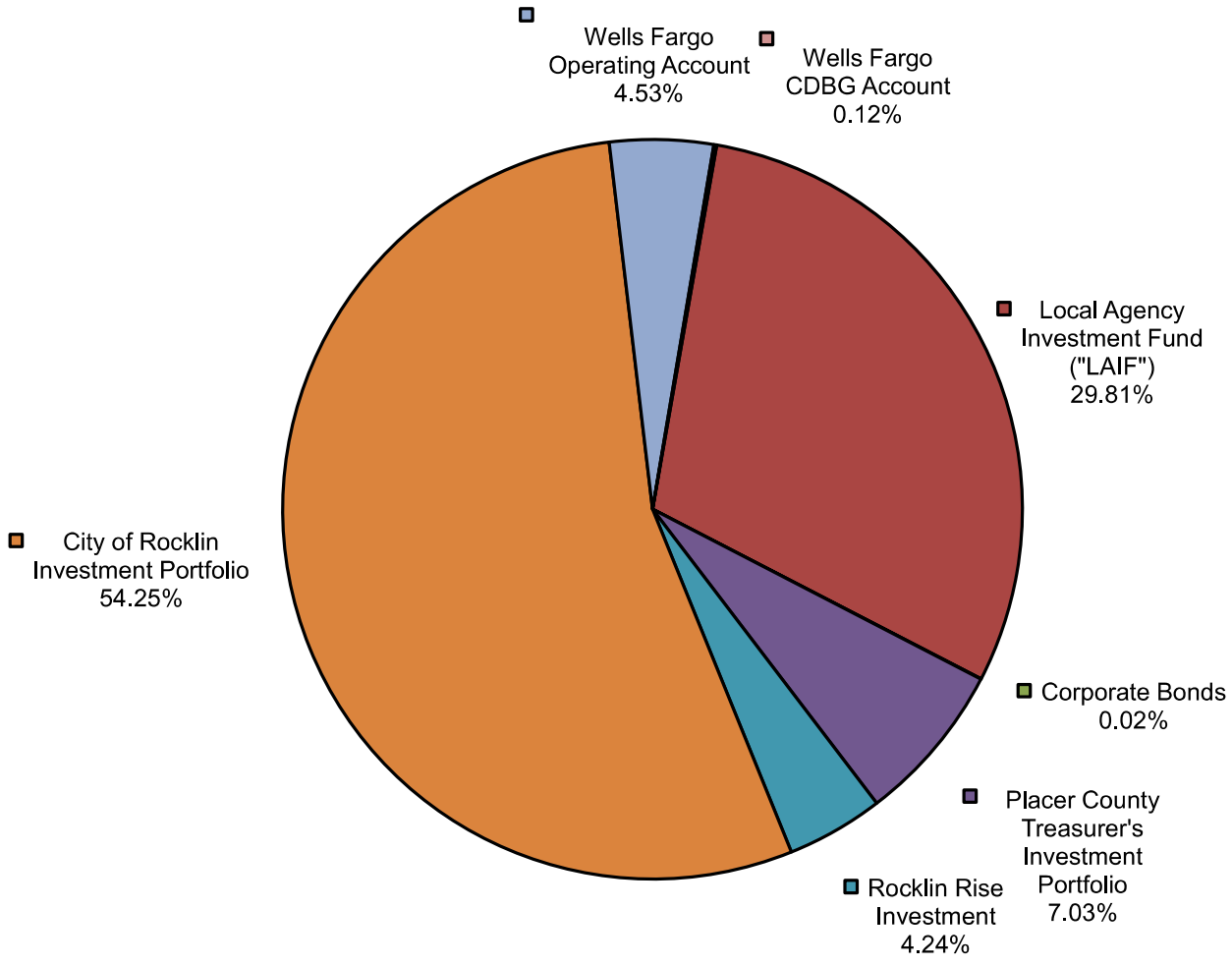
I hereby certify that the above amounts and locations of accounts represent the total investments of the City of Rocklin as of the date of this report and that the investments are in conformity with Legislative Policy No. 1 as restated in Resolution 2024-150 on June 25, 2024. I hereby certify that the City of Rocklin has sufficient funds available to meet its expenditure requirements for the next six months.

DocuSigned by: DANIEL CHOE — 5/21/2025 | 12:43 PM PDT
DANIEL CHOE
CITY TREASURER
DATE

Signed by: Aly Zimmermann — 5/21/2025 | 11:25 PM PDT
ALY ZIMMERMANN
CITY MANAGER
DATE

Docusign Envelope ID: 209EF87F-2CAC-4E72-9BF4-B5793FAB903A

CITY OF ROCKLIN INVESTMENT REPORT
for the Quarter Ended March 31, 2025



CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Rocklin | As of March 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

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

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

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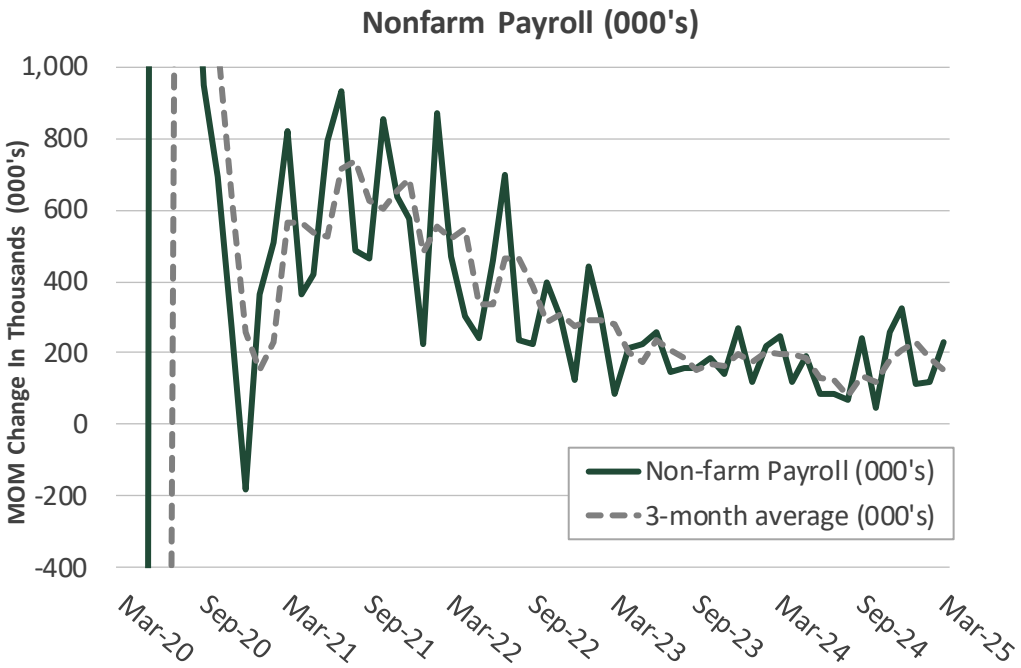
CHANDLER ASSET MANAGEMENT

ECONOMIC UPDATE

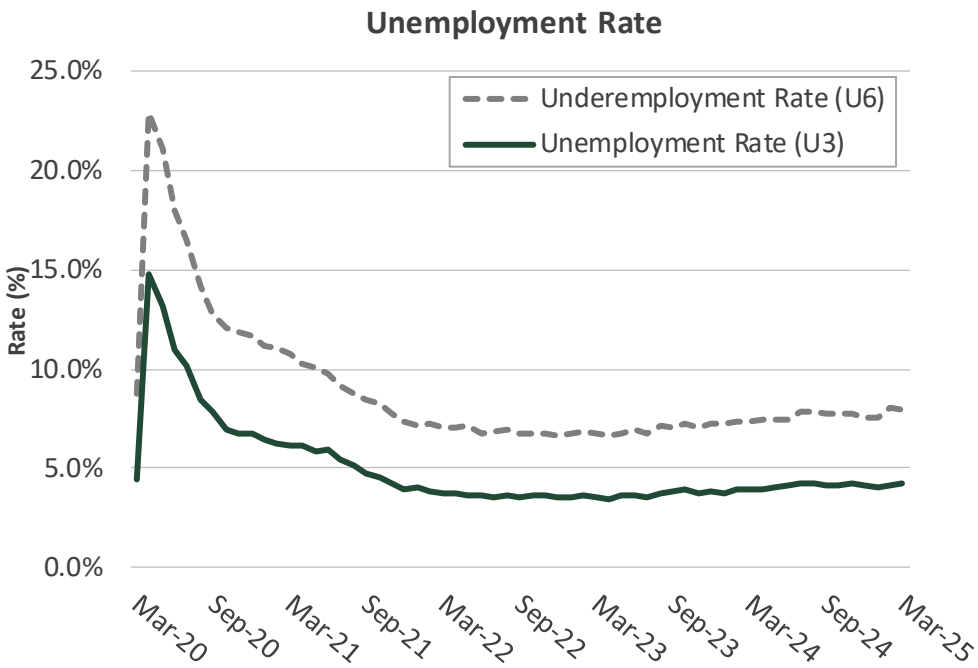
- Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflationary trends have subsided, but some components remain sticky, and core levels remain above the Fed's target. The labor market reflects improved balance between supply and demand for workers. While job creation has been robust, continuing jobless claims remain elevated. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

- As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the March meeting. Fed Chair Powell emphasized increased uncertainty around the economic outlook and the need for "greater clarity" before making changes to interest rate policy. He also acknowledged possible transitory inflationary impacts from tariffs. The summary of economic projections (SEP) indicated lower GDP growth, higher inflation, and higher unemployment estimates than December projections, along with roughly two 25-basis point rate cuts this year. The FOMC also announced a slowdown in the pace of balance sheet reduction.

- US Treasury yields declined, and the curve steepened in March. The 2-year Treasury yield declined 10 basis points to 3.89%, the 5-year Treasury fell 7 basis points to 3.95%, and the 10-year Treasury yield was unchanged 4.21%. The spread between the 2-year and 10-year Treasury yield points on the curve widened to +32 basis points at March month-end versus +22 basis points at February month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -42 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -9 basis points in March, unchanged from February.

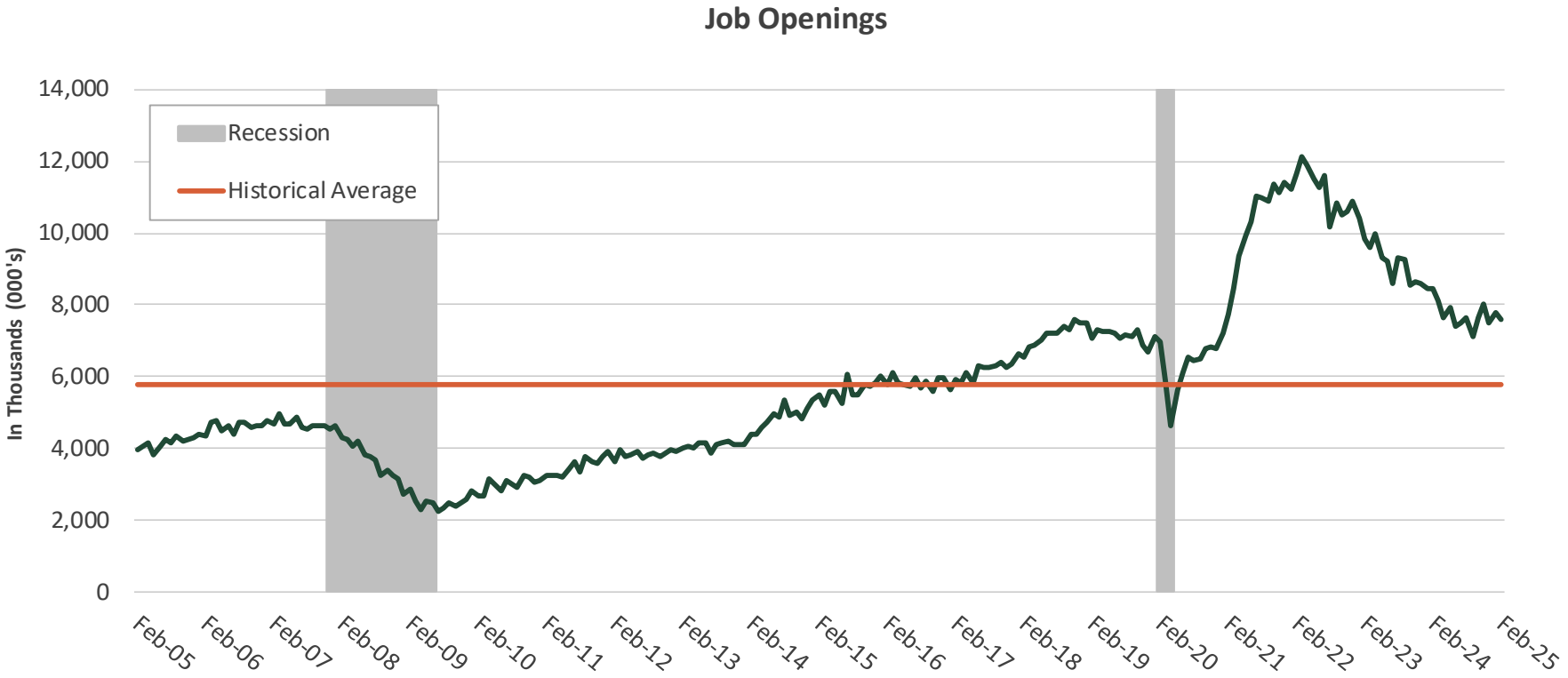


Source: US Department of Labor



Source: US Department of Labor

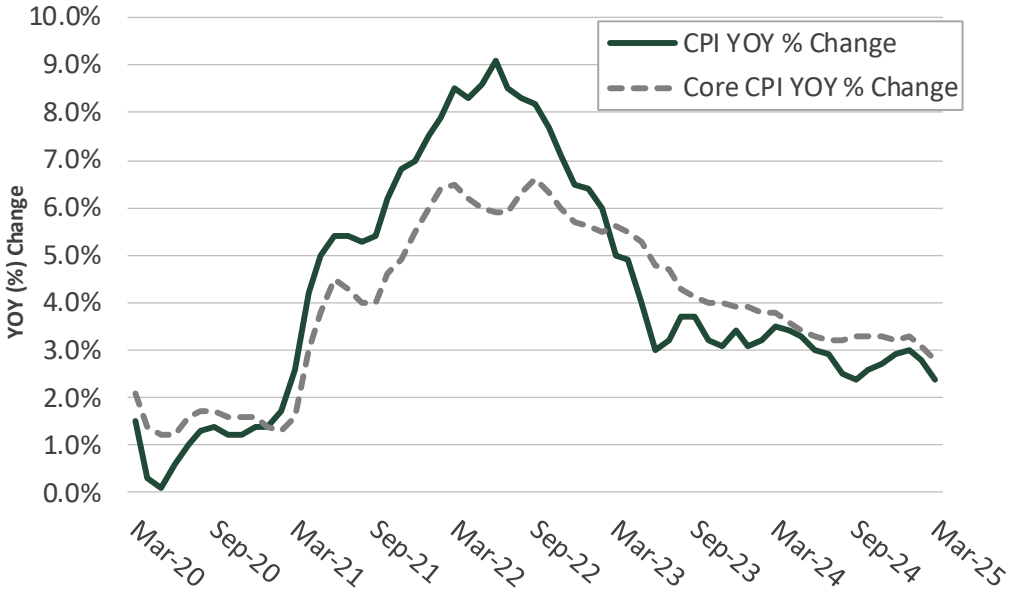
The U.S. economy added 228,000 jobs in March, exceeding consensus expectations, and the last two months were revised down by 48,000. Gains were led by healthcare, retail, social assistance, and transportation. The three-month moving average and six-month moving average payrolls totaled 152,000 and 181,000 respectively. The unemployment rate rose to 4.2% in March, and the labor participation rate edged up to 62.5%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons edged down to 7.9% in March from 8.0% in February. Average hourly earnings ticked down to an increase of 3.8% year-over-year in March.



Source: US Department of Labor

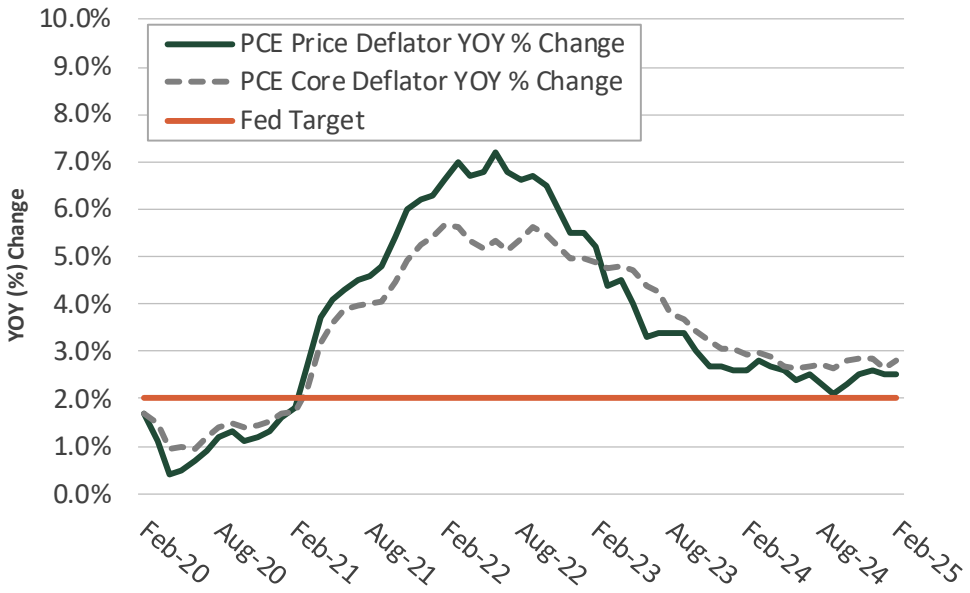
The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) fell to 7.57 million new job openings in February from 7.76 million new job openings in January. Job openings indicate a ratio of 1.1 jobs for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)



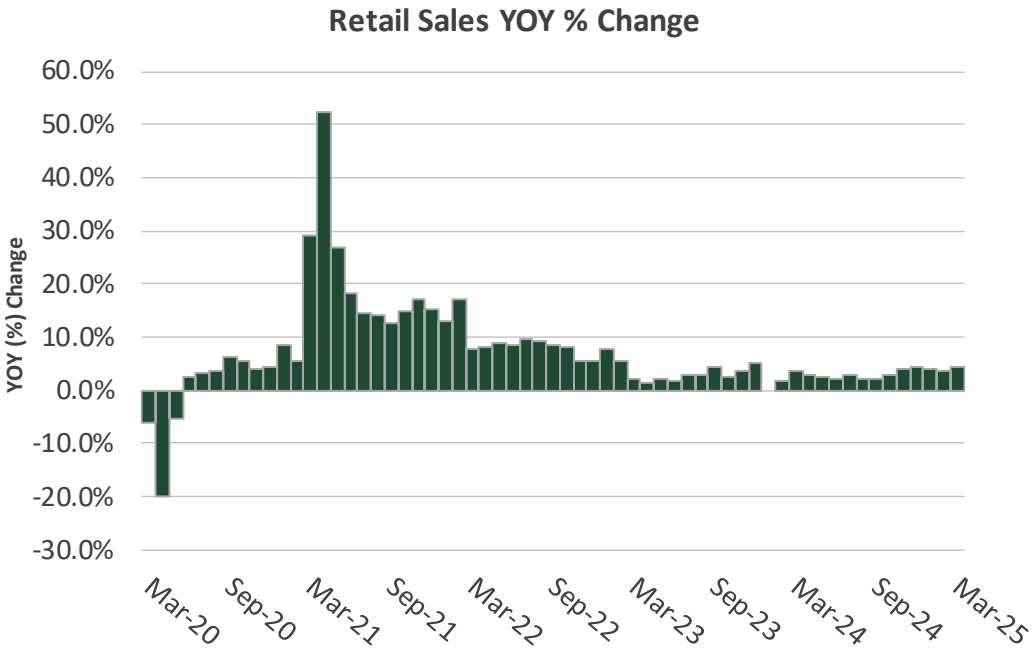
Source: US Department of Labor

Personal Consumption Expenditures (PCE)

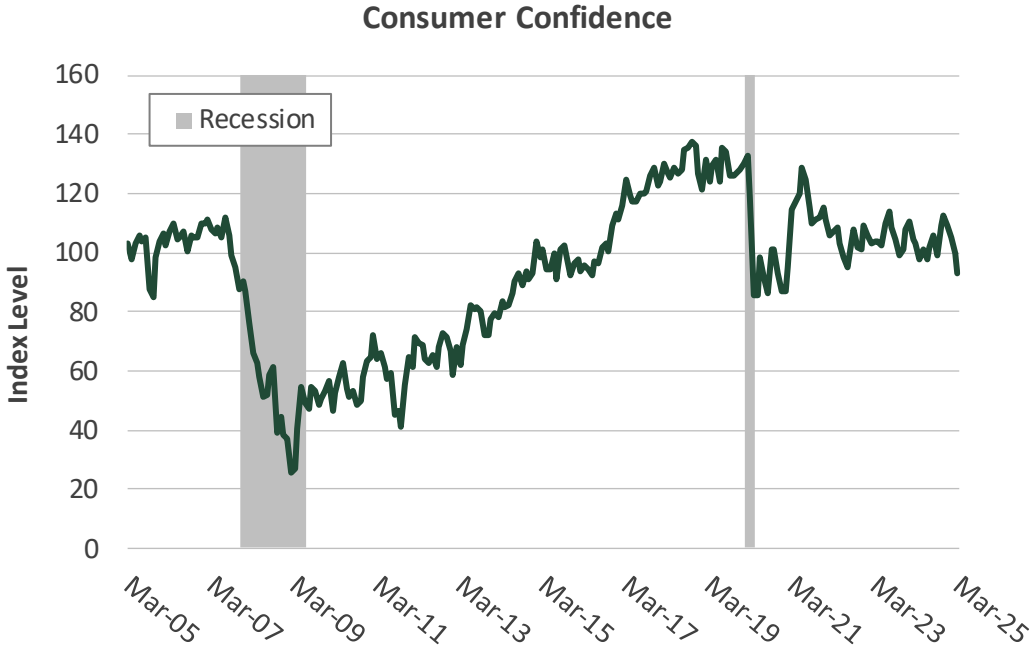


Source: US Department of Commerce

In March, price increases measured by both the Consumer Price Index (CPI) and Core CPI, which excludes volatile food and energy components, decelerated from last month and came in lower than consensus expectations. The headline CPI dropped 0.1% month-over-month and rose 2.4% year-over-year, while the Core CPI rose 0.1% month-over-month and 2.8% year-over-year. The Personal Consumption Expenditures (PCE) price index increased by 0.3% from the previous month and 2.5% year-over-year in February. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, accelerated its increase to 0.4% month-over-month and 2.8% from 2.6% year-over-year. Inflation remains above the Fed's 2% target.

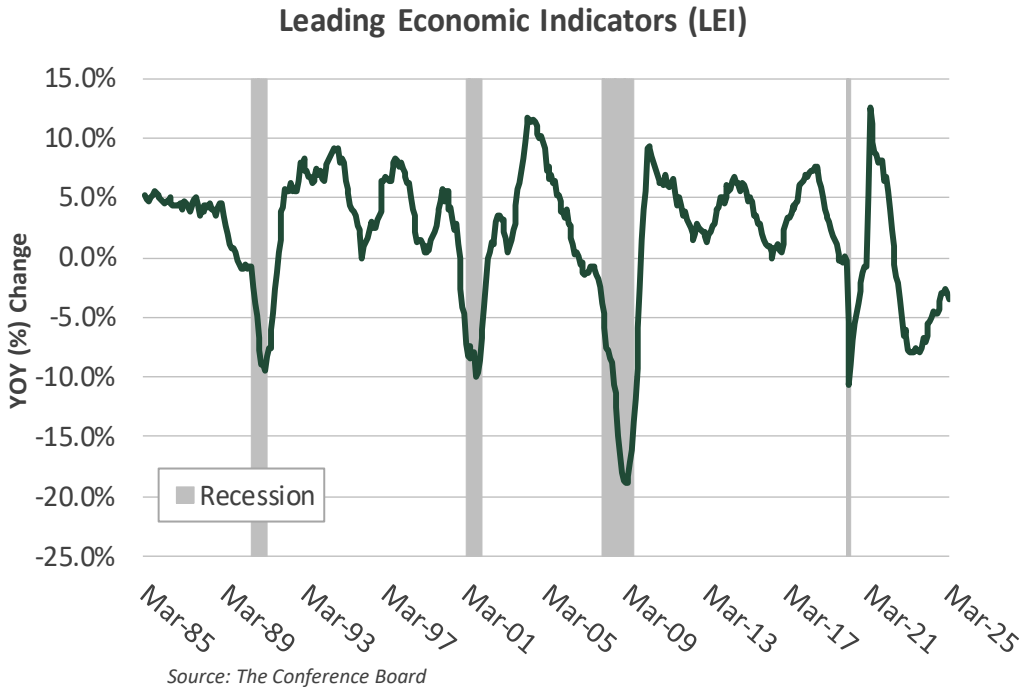


Source: US Department of Commerce

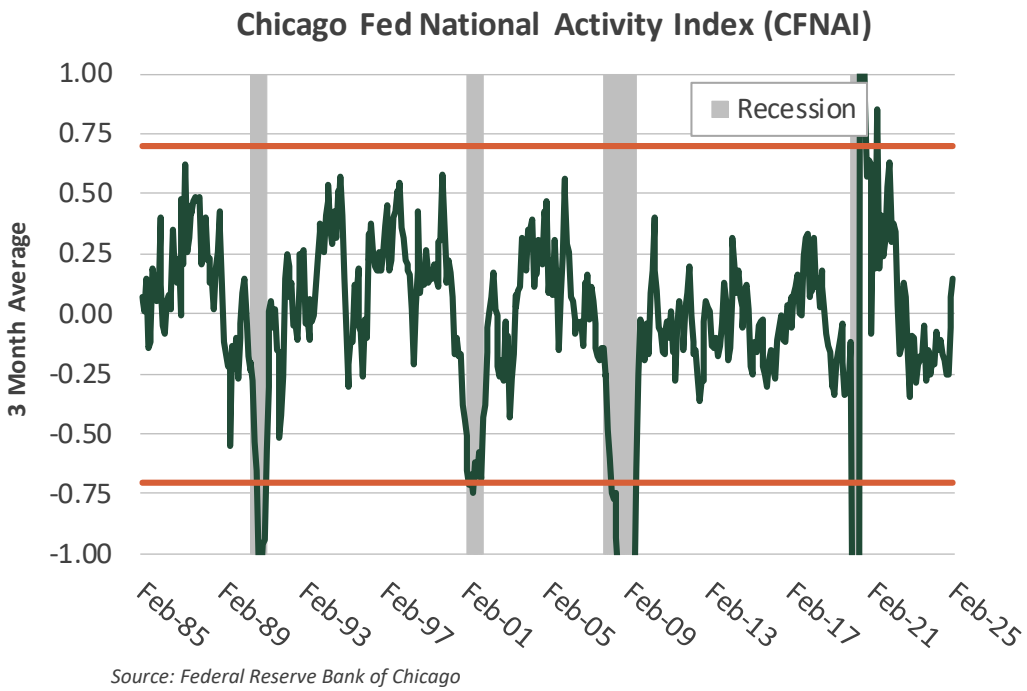


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Advance Retail Sales increased 1.4% month-over-month in March following a 0.2% gain in February. Auto sales jumped, and spending ramped up broadly ahead of tariffs. Building materials, garden equipment, and restaurants also soared with the transition to spring weather. However, control group sales, which feeds into gross domestic product, increased a disappointing 0.4% in March. On a year-over-year basis, Retail Sales grew 4.6% in March versus 3.5% in February. The Conference Board's Consumer Confidence Index tumbled 7.2 points in March to 92.9, a notable decrease from February. Consumers' assessment of the present situation fell, and expectations for income, business, and labor market conditions dropped, with pessimism about future employment prospects falling to a 12-year low. While the consumer has been resilient, rising inflation expectations, concerns about trade policies and tariffs, and general economic and policy uncertainty could pose potential risks to future spending.

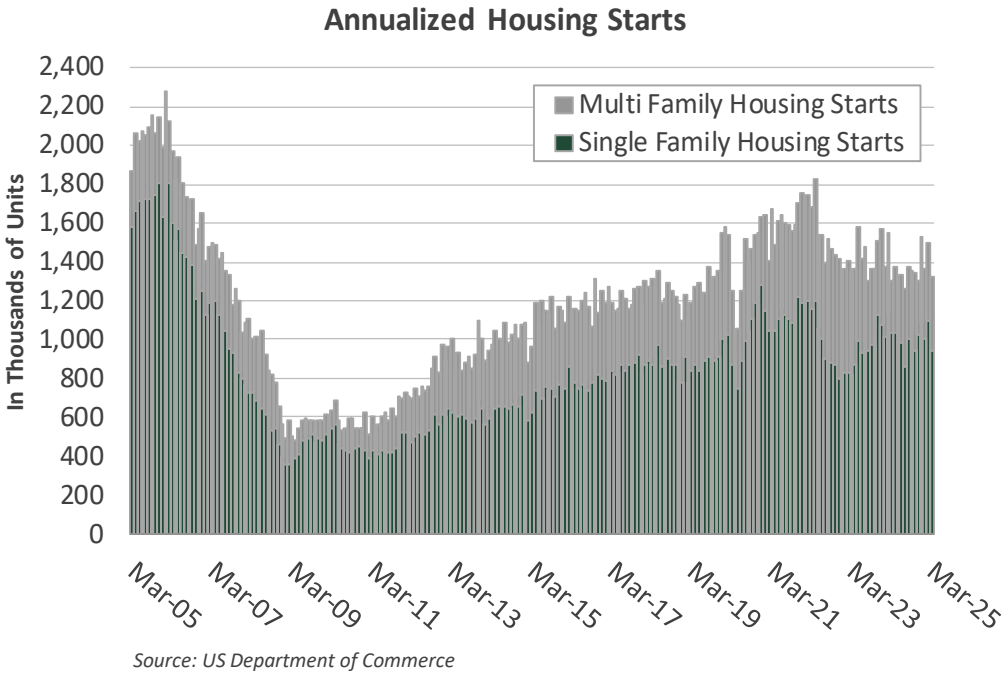


Source: The Conference Board

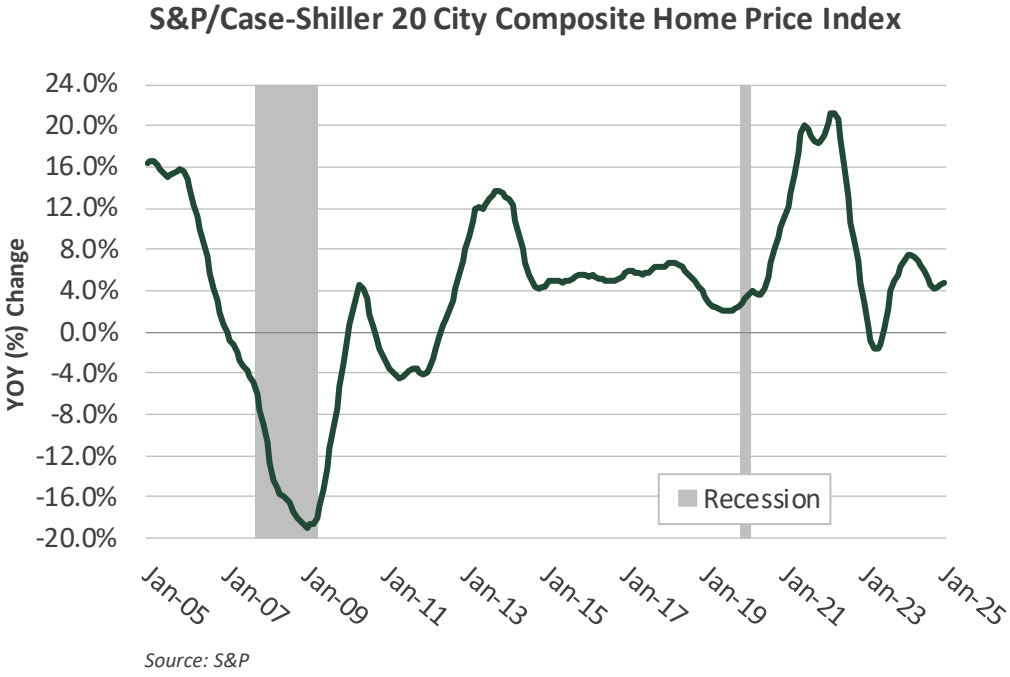


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell by 0.7% in March, following a 0.2% decline in February. The LEI decreased by 3.5% year-over-year. The Conference Board forecasted slower growth ahead, as trade policy uncertainty took a toll on consumer sentiment, stock prices, and new orders for manufacturing. The Chicago Fed National Activity Index (CFNAI) increased to +0.18 in February from a revised -0.08 in January, reflecting stronger readings across production-related indicators and sales, orders, and inventories. The three-month moving average rose to +0.15 in February from +0.07 in January, indicating expectations of continued above-trend economic growth.

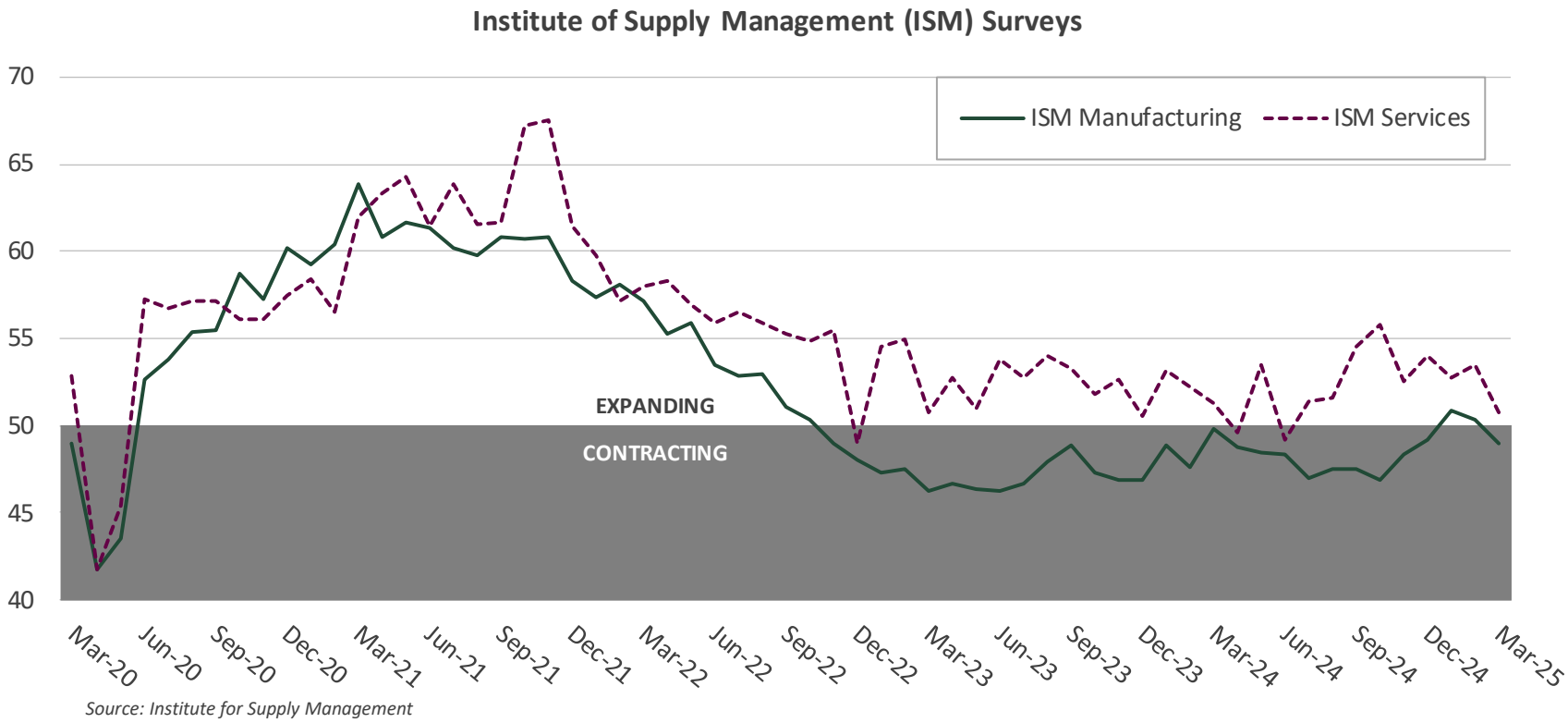


Source: US Department of Commerce



Source: S&P

Housing starts plunged 11.4% to 1.3 million units in March as builders anticipated higher mortgage rates and slower demand, as well as uncertainty about building costs for materials and labor. Single family starts plummeted 14.2%, and multi-family starts fell 3.5%. Total starts increased 1.9% compared to March 2024. The Freddie Mac 30-year fixed rate mortgage averaged approximately 6.7% in March. According to the Case-Shiller 20-City Home Price Index, housing prices rose 4.7% year-over-year in January, compared to 4.5% in December. While inventory constraints remain a challenge, the slight improvement in annual gains suggests gradual stabilization in the market. However, higher mortgage rates continue to weigh on affordability, limiting buyer demand and market activity.



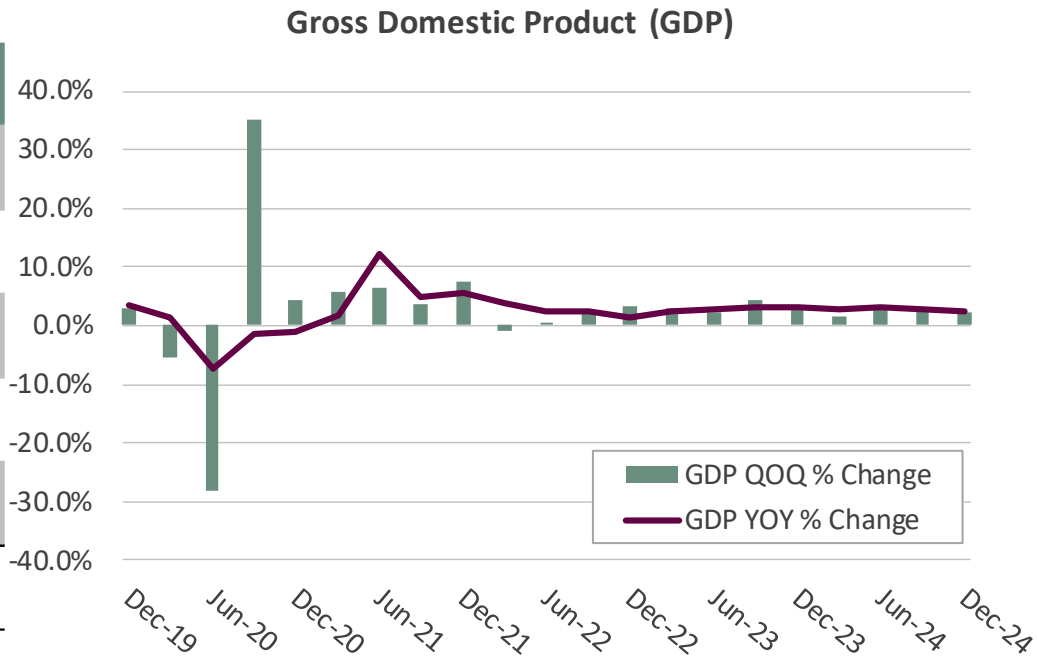
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index dipped back into contraction at 49.0 in March from 50.3 in February. The survey reflected a decline in business activity, upward price pressures, and notably weaker employment. The ISM Services index declined to 50.8 in March from 53.5 in February as new orders, employment, and supplier deliveries all weakened. A reading over 50 indicates expansion, while a reading under 50 indicates contraction.

GROSS DOMESTIC PRODUCT (GDP)

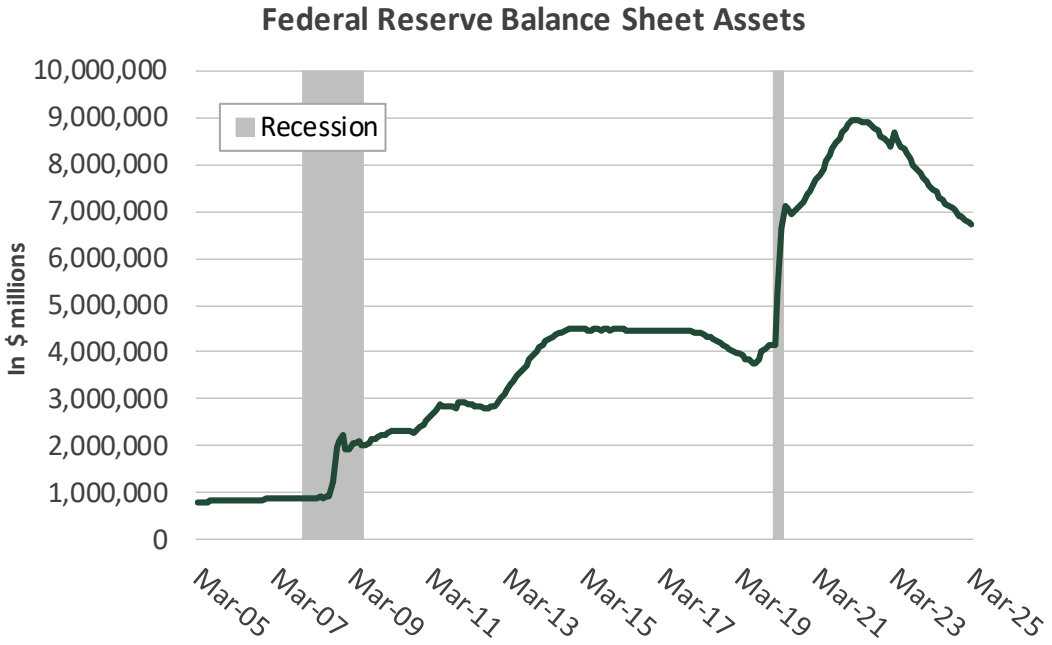
Components of GDP	3/24	6/24	9/24	12/24
Personal Consumption Expenditures	1.3%	1.9%	2.5%	2.7%
Gross Private Domestic Investment	0.6%	1.5%	0.2%	-1.0%
Net Exports and Imports	-0.6%	-0.9%	-0.4%	0.3%
Federal Government Expenditures	0.0%	0.3%	0.6%	0.3%
State and Local (Consumption and Gross Investment)	0.3%	0.3%	0.3%	0.3%
Total	**1.6%**	**3.0%**	**3.1%**	**2.4%**

Source: US Department of Commerce

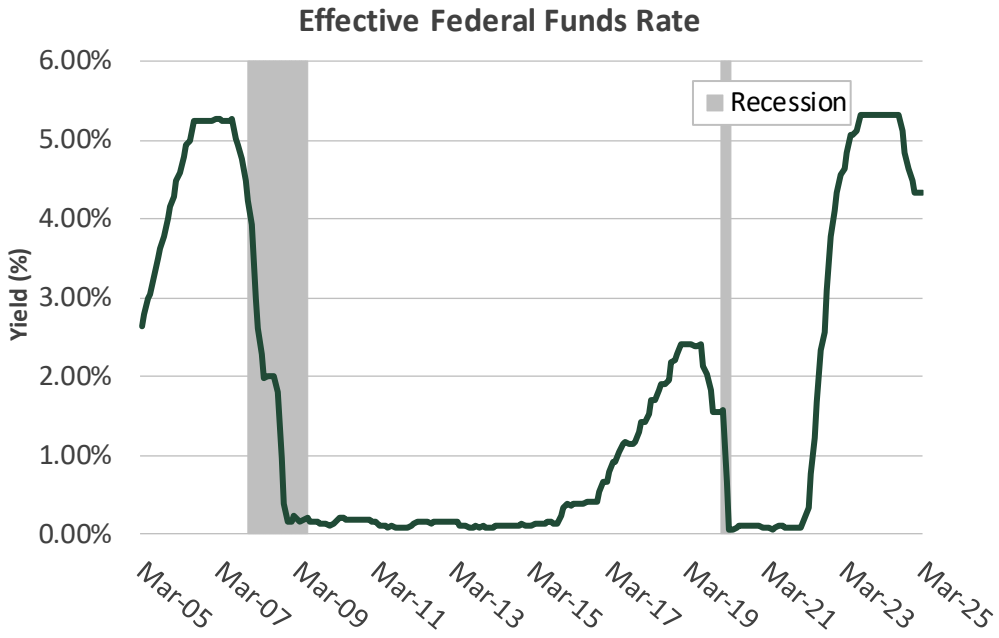


Source: US Department of Commerce

According to the third estimate, fourth quarter GDP increased at an annualized rate of 2.4 percent, revised up 0.1 percentage point from the second estimate. Growth continues to be powered by consumer spending and government spending, partly offset by a decrease in investment. Imports also decreased. Real GDP increased 2.8 percent in 2024. The consensus projection calls for 1.2% growth for the first quarter and 2.0% for the full year 2025.

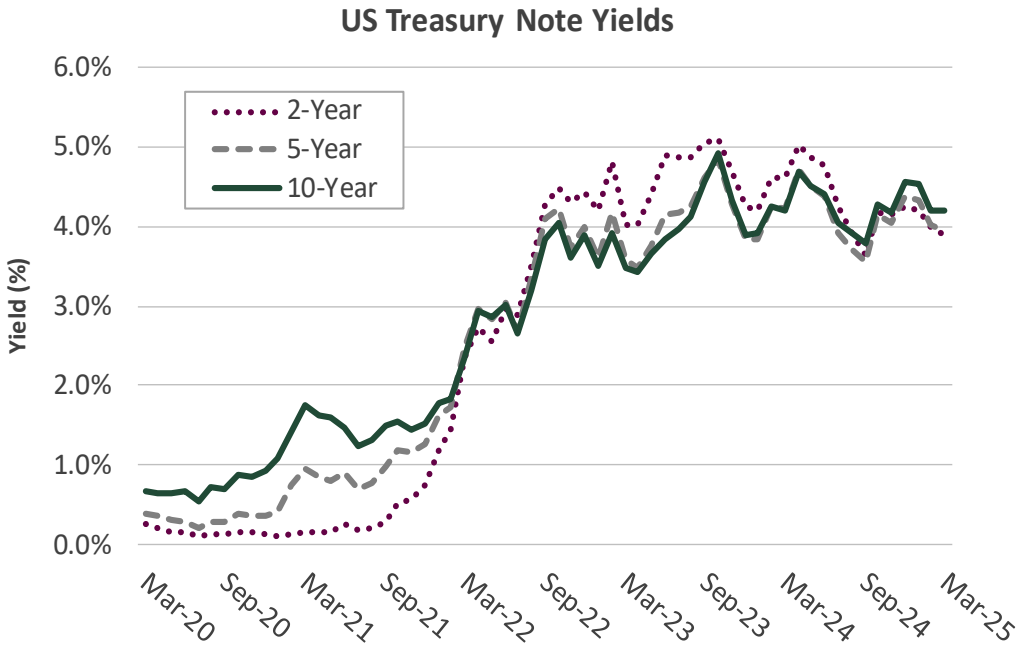


Source: Federal Reserve

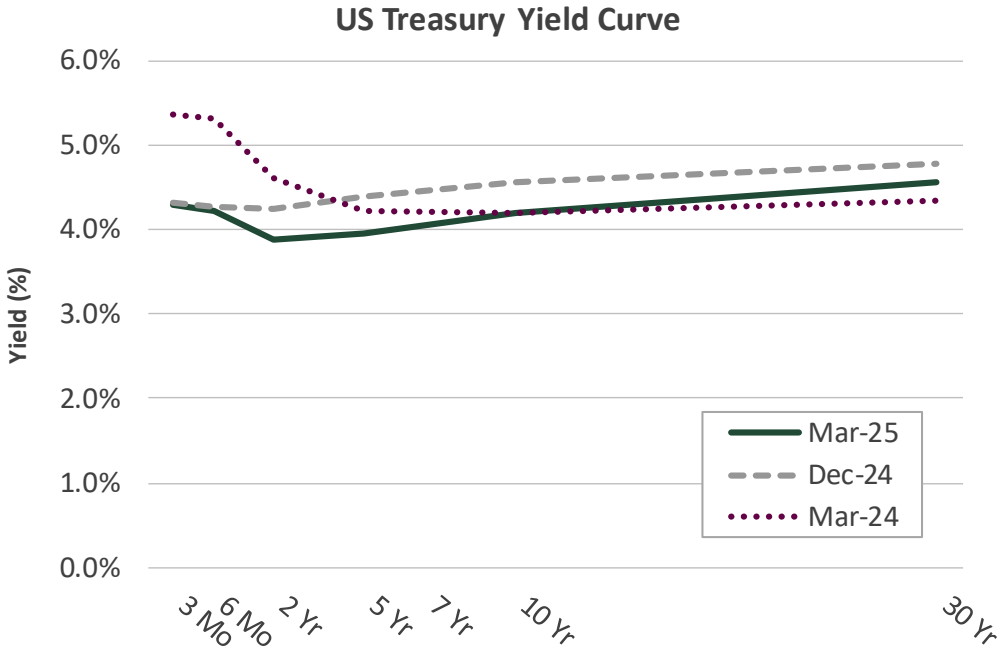


Source: Bloomberg

As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the March meeting. Fed Chair Powell emphasized increased uncertainty around the economic outlook and the need for "greater clarity" before making changes to interest rate policy. He also acknowledged possible transitory inflationary impacts from tariffs. The summary of economic projections (SEP) indicated lower GDP growth, higher inflation, and higher unemployment estimates than December projections, along with roughly two 25-basis point rate cuts this year. The FOMC also announced a slowdown in the pace of balance sheet reduction. The monthly redemption cap on Treasuries will be reduced from $25 billion to $5 billion, while the cap on agencies and mortgage-backed securities will be maintained at $35 billion. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by approximately $2.2 trillion to approximately $6.8 trillion.



Source: Bloomberg



Source: Bloomberg

At the end of March, the 2-year Treasury yield was 74 basis points lower, and the 10-Year Treasury yield was 6 basis points higher, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve widened to +32 basis points at March month-end versus +22 basis points at February month-end. The recent yield curve inversion which began in July 2022 was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -9 basis points in March, unchanged from February.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

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

Chandler Asset Management Performance Objective

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

Strategy

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

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of March 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	4.6	Compliant	
Max % Issuer (MV)	30.0	4.6	Compliant	
Max Maturity (Years)	5.0	3.6	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 & A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	26.2	Compliant	
Max % Issuer (MV)	5.0	1.7	Compliant	
Max Maturity (Years)	5	4	Compliant	

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of March 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	4.8	Compliant	
Max % Issuer (MV)	30.0	3.3	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	25.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.0	Compliant	
Max % Issuer (MV)	20.0	1.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES, CMOS (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.9	Compliant	
Max % Issuer (MV)	5.0	0.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				

STATEMENT OF COMPLIANCE

City of Rocklin | Account #11014 | As of March 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	5.5	Compliant	
Max % Issuer (MV)	10.0	2.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	57.1	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

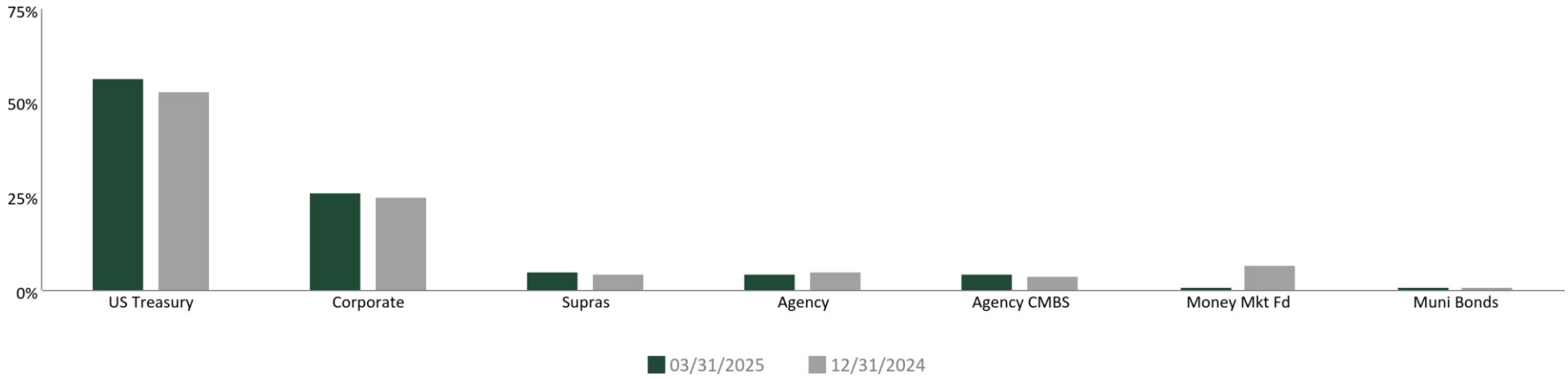
City of Rocklin | Account #11014 | As of March 31, 2025

	Benchmark*	3/31/2025 Portfolio	12/31/2024 Portfolio
Average Maturity (yrs)	2.73	2.85	2.78
Average Modified Duration	2.54	2.58	2.50
Average Purchase Yield		4.27%	4.23%
Average Market Yield	3.93%	4.11%	4.42%
Average Quality**	AA+	AA+	AA+
Total Market Value		67,180,807	62,442,727

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

SECTOR DISTRIBUTION

City of Rocklin | Account #11014 | As of March 31, 2025



Sector as a Percentage of Market Value

Sector	03/31/2025	12/31/2024
US Treasury	57.10%	53.43%
Corporate	26.18%	25.12%
Supras	5.45%	4.71%
Agency	4.76%	5.05%
Agency CMBS	4.64%	3.93%
Money Mkt Fd	0.97%	6.81%
Muni Bonds	0.89%	0.95%

ISSUERS

City of Rocklin | Account #11014 | As of March 31, 2025

Issuer	Investment Type	% Portfolio
Government of The United States	US Treasury	57.10%
FHLMC	Agency CMBS	4.64%
Farm Credit System	Agency	3.26%
International Bank for Recon and Dev	Supras	2.85%
Inter-American Development Bank	Supras	2.60%
Toyota Motor Corporation	Corporate	1.69%
Deere & Company	Corporate	1.65%
Federal Home Loan Banks	Agency	1.50%
National Rural Utilities Cooperative	Corporate	1.36%
Eli Lilly and Company	Corporate	1.27%
The Toronto-Dominion Bank	Corporate	1.15%
Caterpillar Inc.	Corporate	1.13%
Royal Bank of Canada	Corporate	1.13%
Walmart Inc.	Corporate	1.12%
Chubb Limited	Corporate	1.10%
UnitedHealth Group Incorporated	Corporate	1.09%
Florida Power & Light	Corporate	1.08%
PepsiCo, Inc.	Corporate	1.08%
The Home Depot, Inc.	Corporate	1.07%
State Street Corporation	Corporate	0.99%
First American Govt Oblig fund	Money Mkt Fd	0.97%
Public Service Enterprise Group Inco	Corporate	0.96%
Honeywell International Inc.	Corporate	0.95%
The PNC Financial Services Group, In	Corporate	0.95%
PACCAR Inc	Corporate	0.90%
State of California	Muni Bonds	0.89%
Bank of America Corporation	Corporate	0.89%
Morgan Stanley	Corporate	0.87%
JPMorgan Chase & Co.	Corporate	0.84%
Realty Income Corporation	Corporate	0.75%

ISSUERS

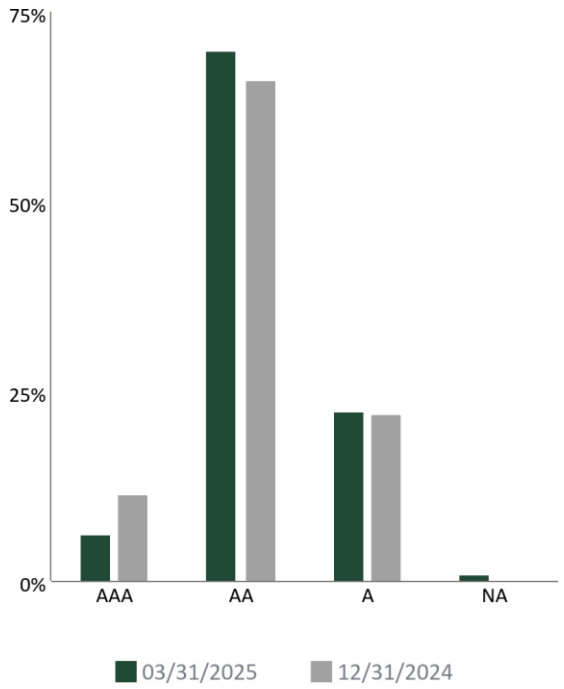
City of Rocklin | Account #11014 | As of March 31, 2025

Issuer	Investment Type	% Portfolio
Duke Energy Corporation	Corporate	0.74%
Apple Inc.	Corporate	0.73%
Prologis, Inc.	Corporate	0.72%
Cash	Cash	0.00%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

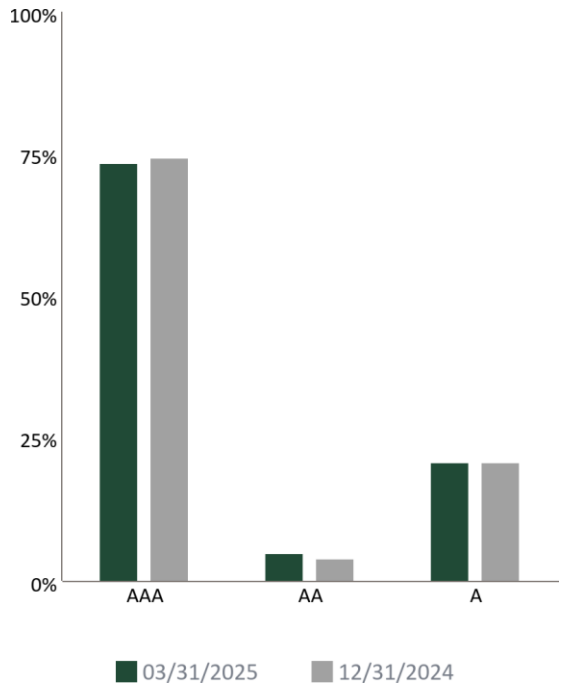
City of Rocklin | Account #11014 | As of March 31, 2025

S&P Rating



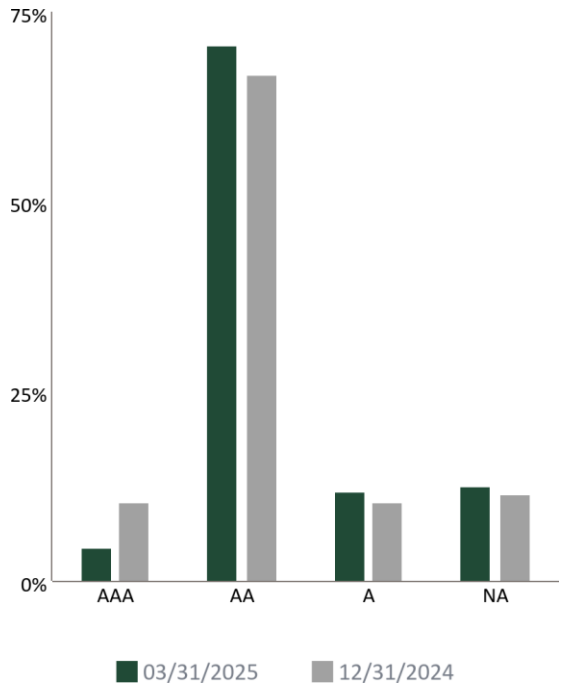
Rating	03/31/2025	12/31/2024
AAA	6.4%	11.5%
AA	70.2%	66.3%
A	22.4%	22.2%
NA	1.0%	--

Moody's Rating



Rating	03/31/2025	12/31/2024
AAA	73.6%	74.6%
AA	5.4%	4.3%
A	21.0%	21.1%

Fitch Rating

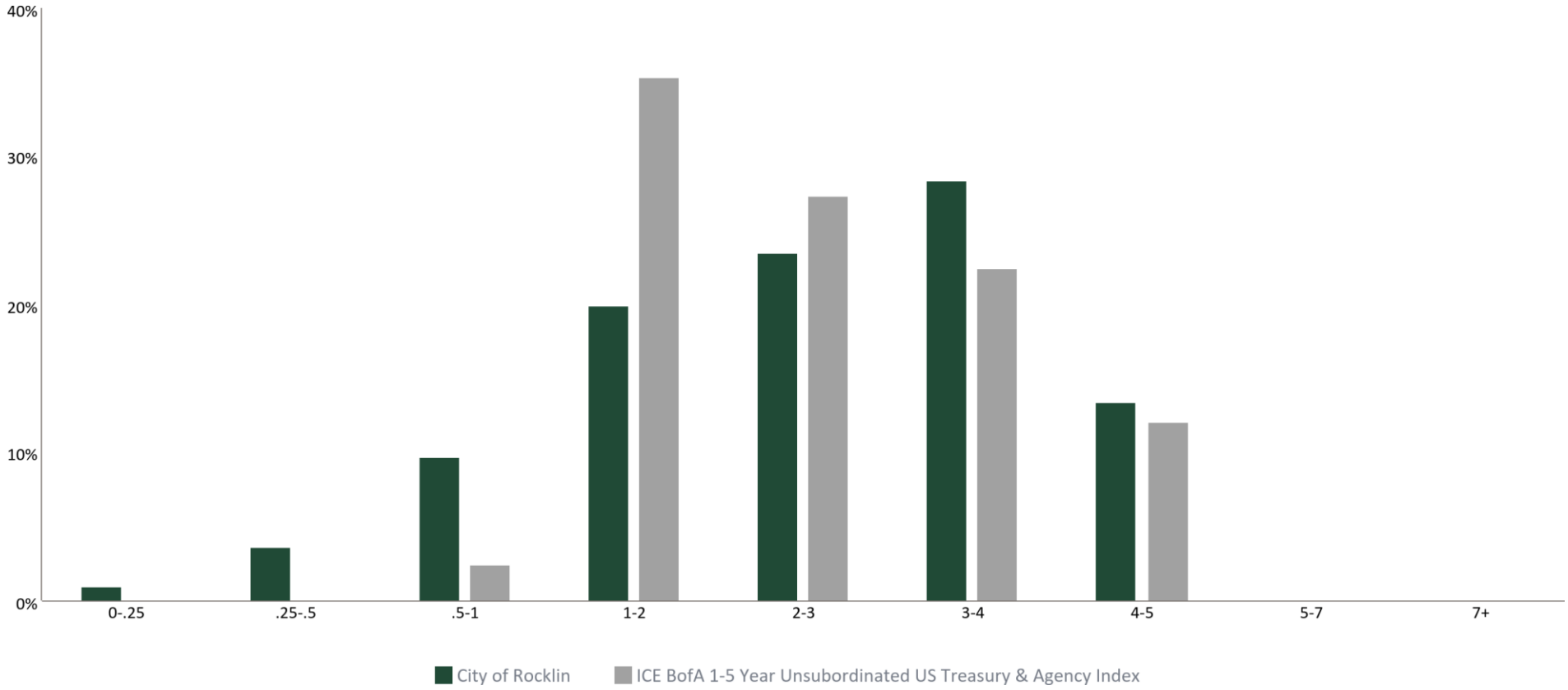


Rating	03/31/2025	12/31/2024
AAA	4.6%	10.7%
AA	70.9%	67.0%
A	11.9%	10.6%
NA	12.6%	11.7%

DURATION DISTRIBUTION

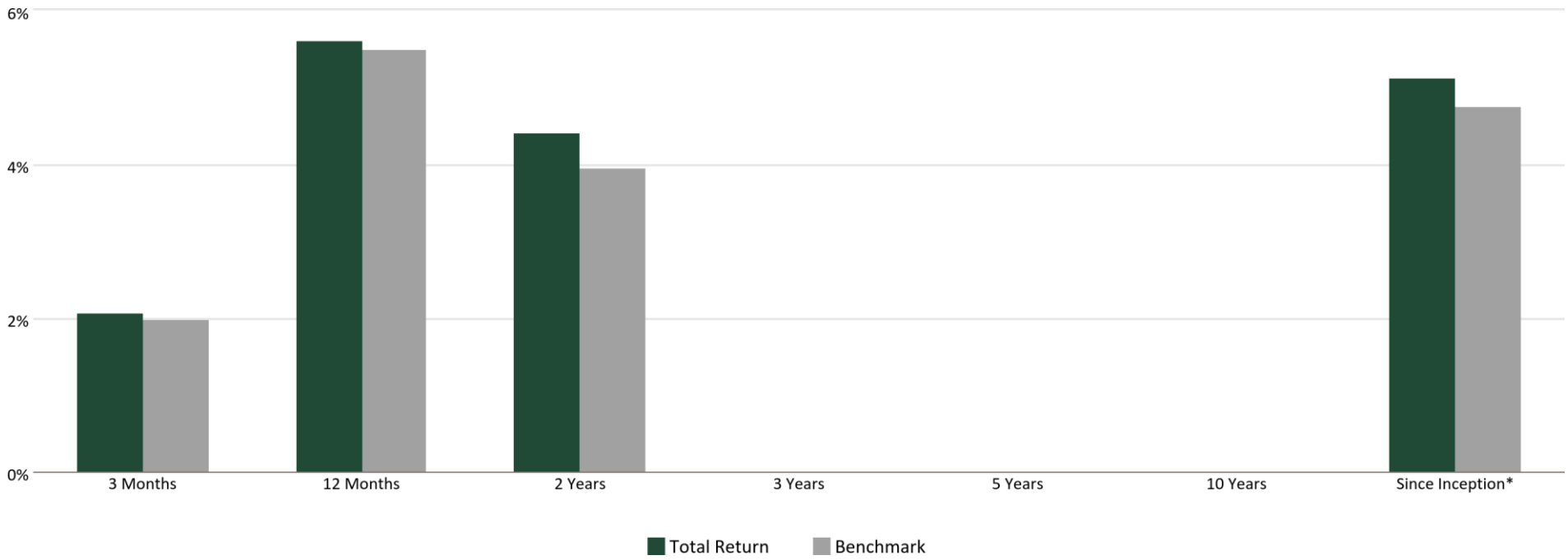
City of Rocklin | Account #11014 | As of March 31, 2025

Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	1.0%	3.7%	9.8%	20.0%	23.6%	28.5%	13.4%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.0%	2.6%	35.4%	27.3%	22.5%	12.1%	0.0%	0.0%

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



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Rocklin	2.09%	5.64%	4.42%				5.15%
Benchmark	*2.00%*	*5.50%*	*3.96%*				*4.77%*

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

PORTFOLIO CHARACTERISTICS

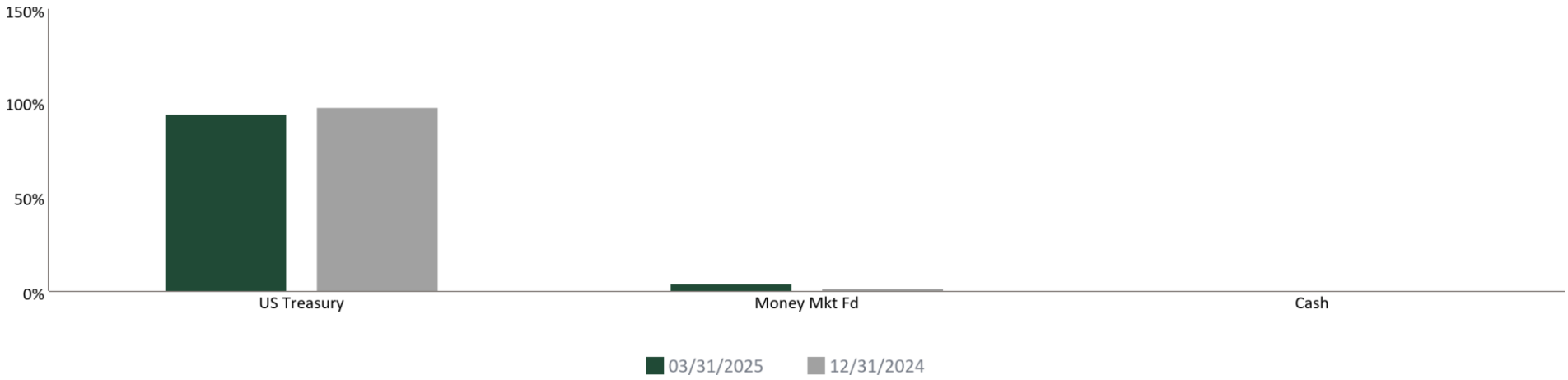
City of Rocklin Liquidity | Account #11170 | As of March 31, 2025

	Benchmark*	3/31/2025 Portfolio	12/31/2024 Portfolio
Average Maturity (yrs)	0.16	0.12	0.22
Average Modified Duration	0.16	0.11	0.21
Average Purchase Yield		4.45%	4.77%
Average Market Yield	4.28%	4.30%	4.29%
Average Quality**	AA+	AAA	AAA
Total Market Value		5,344,935	12,649,664

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

SECTOR DISTRIBUTION

City of Rocklin Liquidity | Account #11170 | As of March 31, 2025



Sector as a Percentage of Market Value

Sector	03/31/2025	12/31/2024
US Treasury	94.92%	97.91%
Money Mkt Fd	5.06%	2.00%
Cash	0.02%	0.09%

ISSUERS

City of Rocklin Liquidity | Account #11170 | As of March 31, 2025

Issuer	Investment Type	% Portfolio
Government of The United States	US Treasury	94.92%
First American Govt Oblig fund	Money Mkt Fd	5.06%
Cash	Cash	0.02%
TOTAL		**100.00%**

CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

PORTFOLIO CHARACTERISTICS

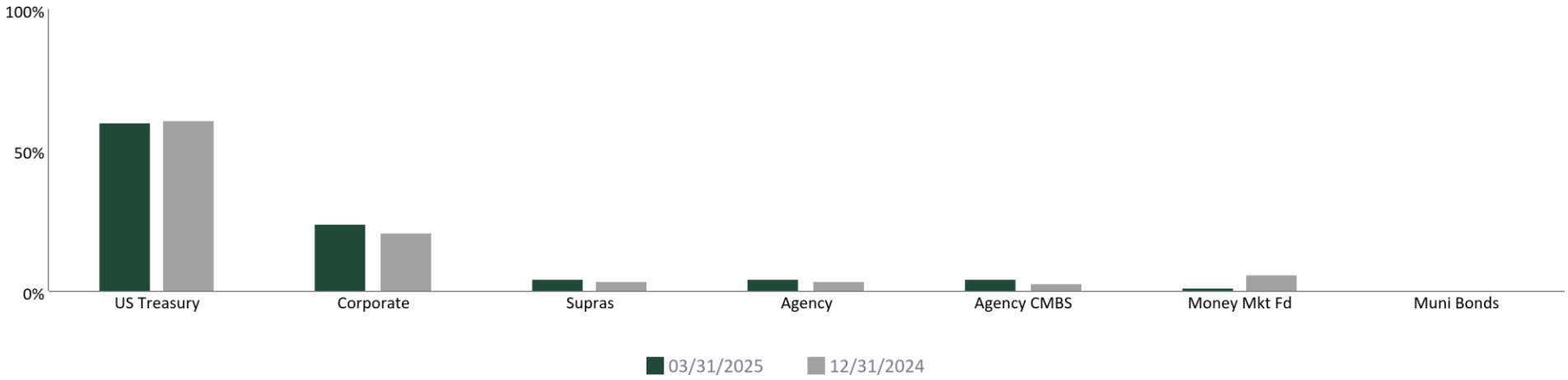
City of Rocklin Cons Agg | Account #11171 | As of March 31, 2025

	3/31/2025 Portfolio	12/31/2024 Portfolio
Average Maturity (yrs)	2.64	2.35
Average Modified Duration	2.39	2.11
Average Purchase Yield	4.28%	4.33%
Average Market Yield	4.12%	4.40%
Average Quality**	AA+	AA+
Total Market Value	72,525,742	75,092,392

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Rocklin Cons Agg | Account #11171 | As of March 31, 2025



Sector as a Percentage of Market Value

Sector	03/31/2025	12/31/2024
US Treasury	59.91%	60.98%
Corporate	24.23%	20.86%
Supras	5.05%	3.91%
Agency	4.41%	4.20%
Agency CMBS	4.30%	3.26%
Money Mkt Fd	1.27%	6.00%
Muni Bonds	0.83%	0.79%

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

HOLDINGS REPORT

City of Rocklin | Account #11014 | As of March 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3133EPME2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 06/08/2028	650,000.00	06/07/2023 3.96%	647,426.00 648,360.08	99.70 3.97%	648,075.74 7,906.08	0.97% (284.34)	AAA/AA AA	3.19 2.93
3130AWN63	FEDERAL HOME LOAN BANKS 4.0 06/30/2028	1,000,000.00	07/13/2023 4.06%	997,340.00 998,259.92	100.19 3.94%	1,001,865.18 10,111.11	1.50% 3,605.26	AAA/AA AA	3.25 2.99
3133EPSK2	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 08/07/2028	500,000.00	08/17/2023 4.49%	494,755.00 496,457.02	100.82 3.99%	504,085.66 3,187.50	0.76% 7,628.64	AAA/AA AA	3.35 3.08
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,000,000.00	04/19/2024 4.72%	985,040.00 987,876.96	101.55 3.95%	1,015,502.69 20,781.25	1.52% 27,625.73	AAA/AA AA	4.03 3.59
Total Agency		**3,150,000.00**	**4.32%**	**3,124,561.00 3,130,953.98**	**100.63 3.96%**	**3,169,529.27 41,985.94**	**4.76% 38,575.29**		**3.50 3.19**
AGENCY CMBS									
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	1,000,000.00	12/08/2022 4.22%	970,156.25 987,083.14	98.53 4.24%	985,296.20 2,858.33	1.48% (1,786.94)	AAA/AA AAA	1.82 1.60
3137F1G44	FHMS K-065 A2 3.243 04/25/2027	500,000.00	12/27/2022 4.33%	478,574.22 489,922.37	98.05 4.19%	490,264.00 1,351.25	0.74% 341.63	AAA/AA AAA	2.07 1.88
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	12/15/2022 4.06%	961,406.25 981,202.18	97.72 4.20%	977,239.30 2,597.50	1.47% (3,962.88)	AAA/AA AAA	2.24 1.97
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	650,000.00	01/14/2025 4.78%	627,326.17 628,566.28	98.33 4.25%	639,163.59 2,047.50	0.96% 10,597.31	AAA/AA AA	3.57 3.22
Total Agency CMBS		**3,150,000.00**	**4.30%**	**3,037,462.89 3,086,773.97**	**98.16 4.22%**	**3,091,963.09 8,854.58**	**4.64% 5,189.12**		**2.35 2.10**
CASH									
CCYUSD	Receivable	3,028.29	-- 0.00%	3,028.29 3,028.29	1.00 0.00%	3,028.29 0.00	0.00% 0.00	AAA/AAA AAA	0.00 0.00
Total Cash		**3,028.29**	**0.00%**	**3,028.29 3,028.29**	**1.00 0.00%**	**3,028.29 0.00**	**0.00% 0.00**		**0.00 0.00**
CORPORATE									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
756109BE3	REALTY INCOME CORP 4.625 11/01/2025	500,000.00	-- 4.72%	498,730.00 499,741.97	99.97 4.68%	499,838.60 9,635.42	0.75% 96.63	A/A NA	0.59 0.56
14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP 4.8 01/06/2026	750,000.00	-- 4.60%	754,040.00 751,041.07	100.29 4.40%	752,198.39 8,500.00	1.13% 1,157.31	A/A A	0.77 0.74
63743HFH0	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.45 03/13/2026	250,000.00	02/07/2023 4.73%	248,000.00 249,386.52	100.03 4.42%	250,069.25 556.25	0.38% 682.73	A/A A	0.95 0.92
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	650,000.00	12/13/2022 4.24%	609,862.50 633,599.43	97.24 4.32%	632,089.45 6,770.83	0.95% (1,509.98)	A/A A	1.59 1.51
26444HAC5	DUKE ENERGY FLORIDA LLC 3.2 01/15/2027	500,000.00	12/29/2022 4.60%	474,475.00 488,667.11	98.17 4.27%	490,851.54 3,377.78	0.74% 2,184.43	A/A NA	1.79 1.71
74340XBN0	PROLOGIS LP 2.125 04/15/2027	500,000.00	12/27/2022 4.71%	450,040.00 476,294.49	95.66 4.37%	478,314.09 4,899.31	0.72% 2,019.60	A/A NA	2.04 1.94
78016FZS6	ROYAL BANK OF CANADA 4.24 08/03/2027	250,000.00	12/16/2022 4.67%	245,507.50 247,725.79	99.71 4.37%	249,270.69 1,707.78	0.37% 1,544.90	A/A AA	2.34 2.19
24422EWK1	JOHN DEERE CAPITAL CORP 4.15 09/15/2027	500,000.00	12/07/2022 4.43%	494,055.00 496,937.01	99.83 4.22%	499,172.18 922.22	0.75% 2,235.17	A/A A	2.46 2.31
89115A2H4	TORONTO-DOMINION BANK 4.693 09/15/2027	250,000.00	12/16/2022 4.71%	249,847.50 249,920.93	100.65 4.41%	251,631.04 521.44	0.38% 1,710.11	A/A AA	2.46 2.29
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	-- 4.34%	704,875.00 726,233.88	96.78 4.30%	725,827.76 10,202.08	1.09% (406.13)	A/A A	2.54 2.38
69353RFG8	PNC BANK NA (DELAWARE) 3.1 10/25/2027	650,000.00	01/07/2025 4.73%	622,583.00 624,813.99	96.89 4.39%	629,813.76 8,731.67	0.95% 4,999.77	A/A A	2.57 2.40
037833DK3	APPLE INC 3.0 11/13/2027	500,000.00	12/16/2022 4.19%	473,720.00 485,956.58	97.35 4.08%	486,767.48 5,750.00	0.73% 810.90	AAA/AA NA	2.62 2.46
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	250,000.00	01/17/2023 4.29%	253,425.00 251,911.37	100.97 4.22%	252,422.18 2,587.50	0.38% 510.81	A/A NA	2.78 2.56
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	250,000.00	01/17/2023 4.78%	254,137.50 252,308.99	101.69 4.50%	254,237.46 2,900.25	0.38% 1,928.47	A/A AA	2.78 2.54
89236TKQ7	TOYOTA MOTOR CREDIT CORP 4.625 01/12/2028	615,000.00	01/09/2023 4.64%	614,594.10 614,774.15	100.75 4.33%	619,633.57 6,241.82	0.93% 4,859.42	A/A A	2.79 2.56
78016FZW7	ROYAL BANK OF CANADA 4.9 01/12/2028	245,000.00	01/09/2023 4.91%	244,870.15 244,929.65	101.17 4.45%	247,858.23 2,634.43	0.37% 2,928.58	A/A AA	2.79 2.55

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	600,000.00	01/17/2023 5.11%	572,508.00 587,529.66	98.73 5.11%	592,398.61 4,525.07	0.89% 4,868.96	A/A AA	2.81 1.71
61747YEK7	MORGAN STANLEY 2.475 01/21/2028	600,000.00	01/18/2023 4.97%	546,606.00 575,720.68	96.44 4.84%	578,618.66 2,887.50	0.87% 2,897.98	A/A A	2.81 1.73
46625HRY8	JPMORGAN CHASE & CO 3.782 02/01/2028	565,000.00	01/30/2023 4.74%	541,219.15 551,507.69	98.66 5.02%	557,409.67 3,561.38	0.84% 5,901.98	A/A AA	2.84 1.74
63743HFW7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	650,000.00	02/18/2025 4.66%	651,553.50 651,492.95	100.99 4.37%	656,435.03 4,631.25	0.99% 4,942.07	A/NA A	2.86 2.55
931142FB4	WALMART INC 3.9 04/15/2028	750,000.00	-- 3.97%	747,942.50 748,642.59	99.57 4.05%	746,805.98 13,487.50	1.12% (1,836.62)	AA/AA AA	3.04 2.79
89115A2U5	TORONTO-DOMINION BANK 5.523 07/17/2028	250,000.00	08/04/2023 5.33%	252,042.50 251,361.29	102.81 4.59%	257,036.91 2,838.21	0.39% 5,675.62	A/A AA	3.30 2.96
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	250,000.00	08/04/2023 5.34%	248,485.00 248,986.12	101.93 4.57%	254,828.13 2,166.67	0.38% 5,842.02	A/A AA	3.34 3.01
74456QBX3	PUBLIC SERVICE ELECTRIC AND GAS CO 3.65 09/01/2028	650,000.00	11/30/2023 4.92%	615,478.50 625,119.82	97.85 4.33%	635,994.42 1,977.08	0.96% 10,874.60	A/A NA	3.42 3.16
89236TLL7	TOYOTA MOTOR CREDIT CORP 4.65 01/05/2029	500,000.00	01/12/2024 4.46%	504,095.00 503,102.27	100.51 4.50%	502,555.73 5,554.17	0.75% (546.54)	A/A A	3.77 3.38
24422EXH7	JOHN DEERE CAPITAL CORP 4.5 01/16/2029	600,000.00	01/12/2024 4.38%	603,108.00 602,359.08	100.47 4.36%	602,839.37 5,625.00	0.91% 480.29	A/A A	3.80 3.42
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	415,000.00	02/07/2024 4.51%	414,726.10 414,788.62	100.82 4.27%	418,411.45 2,697.50	0.63% 3,622.83	AA/A NA	3.86 3.42
437076CW0	HOME DEPOT INC 4.9 04/15/2029	700,000.00	04/16/2024 5.18%	691,593.00 693,197.85	101.94 4.37%	713,573.44 15,816.11	1.07% 20,375.59	A/A A	4.04 3.49
341081GT8	FLORIDA POWER & LIGHT CO 5.15 06/15/2029	700,000.00	08/22/2024 4.31%	724,549.00 721,350.10	102.76 4.42%	719,293.71 10,614.72	1.08% (2,056.40)	AA/A AA	4.21 3.57
713448FX1	PEPSICO INC 4.5 07/17/2029	710,000.00	-- 4.53%	709,005.50 709,146.02	100.94 4.26%	716,661.32 6,567.50	1.08% 7,515.30	A/A NA	4.30 3.77
171239AL0	CHUBB INA HOLDINGS LLC 4.65 08/15/2029	725,000.00	08/20/2024 4.27%	737,020.50 735,522.14	100.84 4.43%	731,110.40 4,307.71	1.10% (4,411.74)	A/A A	4.38 3.83
69371RT48	PACCAR FINANCIAL CORP 4.0 09/26/2029	350,000.00	09/23/2024 4.05%	349,279.00 349,352.84	98.41 4.39%	344,445.14 194.44	0.52% (4,907.70)	A/A NA	4.49 4.06

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
857449AE2	STATE STREET BANK AND TRUST CO 4.782 11/23/2029	650,000.00	12/09/2024 4.56%	656,376.50 655,981.71	100.95 4.55%	656,157.68 10,879.05	0.99% 175.97	AA/AA AA	4.65 4.06
532457CV8	ELI LILLY AND CO 4.75 02/12/2030	420,000.00	02/10/2025 4.76%	419,910.70 419,913.03	101.53 4.40%	426,433.83 2,715.42	0.64% 6,520.80	AA/A NA	4.87 4.22
Total Corporate		**17,495,000.00**	**4.59%**	**17,178,260.70** **17,339,317.37**	**99.67** **4.42%**	**17,431,005.12** **176,985.06**	**26.18%** **91,687.75**		**3.01** **2.63**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	645,728.28	-- 3.97%	645,728.28 645,728.28	1.00 3.97%	645,728.28 0.00	0.97% 0.00	AAA/AAA AAA	0.00 0.00
Total Money Market Fund		**645,728.28**	**3.97%**	**645,728.28** **645,728.28**	**1.00** **3.97%**	**645,728.28** **0.00**	**0.97%** **0.00**		**0.00** **0.00**
MUNICIPAL BONDS									
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	590,000.00	10/30/2024 4.37%	593,109.30 592,845.10	100.96 4.25%	595,669.31 4,425.00	0.89% 2,824.21	AA/AA AA	4.34 3.88
Total Municipal Bonds		**590,000.00**	**4.37%**	**593,109.30** **592,845.10**	**100.96** **4.25%**	**595,669.31** **4,425.00**	**0.89%** **2,824.21**		**4.34** **3.88**
SUPRANATIONAL									
4581X0EH7	INTER-AMERICAN DEVELOPMENT BANK 4.0 01/12/2028	550,000.00	03/19/2024 4.51%	540,254.00 542,886.54	100.06 3.98%	550,327.14 4,827.78	0.83% 7,440.60	AAA/AAA NA	2.79 2.59
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.625 08/01/2028	700,000.00	01/18/2024 4.14%	713,846.00 710,202.32	101.97 3.99%	713,803.17 5,395.83	1.07% 3,600.85	AAA/AAA NA	3.34 3.05
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	700,000.00	01/18/2024 4.14%	670,110.00 677,753.83	97.24 3.99%	680,652.74 789.93	1.02% 2,898.91	AAA/AAA NA	3.47 3.24
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	500,000.00	02/16/2024 4.40%	493,885.00 495,245.01	100.42 4.01%	502,079.88 2,635.42	0.75% 6,834.87	AAA/AAA NA	3.88 3.53
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	515,000.00	10/08/2024 4.25%	513,655.85 513,778.78	99.26 4.06%	511,177.98 9,146.61	0.77% (2,600.80)	AAA/AAA NA	4.54 4.05

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
459058LR2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	670,000.00	-- 4.21%	667,311.30 667,328.97	100.20 4.08%	671,370.65 844.48	1.01% 4,041.68	AAA/AAA NA	4.97 4.45
Total Supranational		**3,635,000.00**	**4.26%**	**3,599,062.15 3,607,195.45**	**99.87 4.01%**	**3,629,411.56 23,640.05**	**5.45% 22,216.11**		**3.82 3.48**
US TREASURY									
91282CEY3	UNITED STATES TREASURY 3.0 07/15/2025	1,250,000.00	12/08/2022 4.12%	1,215,527.34 1,246,185.85	99.62 4.29%	1,245,279.95 7,872.93	1.87% (905.90)	AAA/AA AA	0.29 0.29
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	1,250,000.00	01/19/2023 3.88%	1,227,197.27 1,246,693.85	99.57 4.28%	1,244,599.61 4,855.84	1.87% (2,094.24)	AAA/AA AA	0.38 0.37
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	1,250,000.00	12/07/2022 4.02%	1,257,519.53 1,251,421.64	100.02 4.21%	1,250,273.44 24,519.23	1.88% (1,148.20)	AAA/AA AA	0.54 0.52
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	1,250,000.00	12/13/2022 4.00%	1,267,041.02 1,253,641.38	100.20 4.16%	1,252,490.24 21,287.98	1.88% (1,151.14)	AAA/AA AA	0.63 0.60
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	1,250,000.00	12/13/2022 3.91%	1,253,271.48 1,250,770.11	99.93 4.10%	1,249,062.50 14,697.80	1.88% (1,707.61)	AAA/AA AA	0.71 0.68
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	1,250,000.00	02/06/2023 4.09%	1,242,724.61 1,248,040.46	99.83 4.09%	1,247,919.93 10,169.20	1.87% (120.53)	AAA/AA AA	0.79 0.76
9128286X3	UNITED STATES TREASURY 2.125 05/31/2026	1,250,000.00	12/13/2022 3.87%	1,179,541.02 1,226,309.28	97.85 4.03%	1,223,095.70 8,902.82	1.84% (3,213.58)	AAA/AA AA	1.17 1.13
91282CHU8	UNITED STATES TREASURY 4.375 08/15/2026	1,500,000.00	01/14/2025 4.35%	1,500,468.75 1,500,407.01	100.52 3.98%	1,507,792.97 8,157.80	2.26% 7,385.96	AAA/AA AA	1.38 1.32
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,250,000.00	12/07/2022 3.81%	1,167,626.95 1,216,031.14	96.97 3.95%	1,212,110.00 9,461.33	1.82% (3,921.14)	AAA/AA AA	1.63 1.56
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,250,000.00	02/06/2023 3.88%	1,174,853.52 1,214,958.93	97.00 3.92%	1,212,548.83 3,496.20	1.82% (2,410.10)	AAA/AA AA	1.88 1.81
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	1,250,000.00	06/25/2024 4.51%	1,241,552.73 1,243,928.52	100.63 3.91%	1,257,861.33 2,454.14	1.89% 13,932.80	AAA/AA AA	1.96 1.86
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	1,200,000.00	01/12/2023 4.27%	1,145,109.38 1,173,982.27	97.34 3.90%	1,168,125.60 81.97	1.75% (5,856.67)	AAA/AA AA	2.00 1.92
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	750,000.00	01/18/2024 4.09%	717,363.28 728,453.18	97.46 3.90%	730,986.33 3,418.51	1.10% 2,533.15	AAA/AA AA	2.33 2.22

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	1,000,000.00	02/18/2025 4.31%	995,117.19 995,317.59	100.57 3.89%	1,005,742.19 15,611.19	1.51% 10,424.60	AAA/AA AA	2.63 2.43
91282CFZ9	UNITED STATES TREASURY 3.875 11/30/2027	1,250,000.00	12/07/2022 3.65%	1,262,695.31 1,256,794.57	99.96 3.89%	1,249,462.89 16,234.55	1.88% (7,331.69)	AAA/AA AA	2.67 2.48
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	1,250,000.00	12/28/2022 3.96%	1,245,334.43 1,247,430.48	99.98 3.88%	1,249,707.03 12,176.28	1.88% 2,276.54	AAA/AA AA	2.75 2.56
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,000,000.00	12/09/2024 4.10%	960,117.19 963,961.32	96.94 3.88%	969,375.00 3,418.51	1.46% 5,413.68	AAA/AA AA	2.88 2.72
91282CBZ3	UNITED STATES TREASURY 1.25 04/30/2028	1,250,000.00	03/27/2025 4.02%	1,150,390.63 1,150,743.54	92.40 3.89%	1,154,980.48 6,560.77	1.73% 4,236.93	AAA/AA AA	3.08 2.95
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	1,250,000.00	-- 4.09%	1,224,394.53 1,233,303.55	99.18 3.90%	1,239,746.10 15,187.16	1.86% 6,442.55	AAA/AA AA	3.17 2.93
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	1,750,000.00	09/08/2023 4.34%	1,752,392.58 1,751,644.24	101.46 3.91%	1,775,634.77 6,657.61	2.67% 23,990.53	AAA/AA AA	3.42 3.14
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	800,000.00	10/30/2023 4.83%	801,468.75 801,052.32	103.18 3.91%	825,468.75 16,375.69	1.24% 24,416.43	AAA/AA AA	3.59 3.21
912810FF0	UNITED STATES TREASURY 5.25 11/15/2028	1,000,000.00	01/18/2024 4.00%	1,054,101.56 1,040,652.93	104.46 3.92%	1,044,570.31 19,868.78	1.57% 3,917.38	AAA/AA AA	3.63 3.23
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	1,250,000.00	01/17/2024 4.03%	1,234,619.14 1,238,351.70	99.41 3.92%	1,242,626.95 11,783.49	1.87% 4,275.25	AAA/AA AA	3.75 3.43
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	800,000.00	03/19/2024 4.31%	797,968.75 798,392.77	101.17 3.92%	809,375.00 2,956.52	1.22% 10,982.23	AAA/AA AA	3.91 3.57
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	500,000.00	05/29/2024 4.66%	450,019.53 458,464.60	94.15 3.93%	470,742.19 4,494.13	0.71% 12,277.59	AAA/AA AA	4.12 3.83
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	1,250,000.00	06/25/2024 4.27%	1,262,841.80 1,260,851.32	102.17 3.93%	1,277,099.61 18,853.02	1.92% 16,248.29	AAA/AA AA	4.17 3.72
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	1,000,000.00	09/24/2024 3.51%	988,593.75 989,826.86	97.34 3.93%	973,438.00 8,169.89	1.46% (16,388.86)	AAA/AA AA	4.25 3.89
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	600,000.00	07/30/2024 4.30%	598,429.69 598,639.52	100.26 3.93%	601,570.31 3,977.90	0.90% 2,930.79	AAA/AA AA	4.33 3.92
912828YB0	UNITED STATES TREASURY 1.625 08/15/2029	1,000,000.00	09/24/2024 3.48%	917,421.88 926,119.18	90.91 3.91%	909,063.00 2,020.03	1.37% (17,056.18)	AAA/AA AA	4.38 4.14
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	600,000.00	10/23/2024 4.06%	585,140.63 586,451.75	98.18 3.94%	589,101.56 57.38	0.88% 2,649.81	AAA/AA AA	4.50 4.12

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Rocklin | Account #11014 | As of March 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	550,000.00	11/19/2024 4.38%	547,121.09 547,331.51	100.73 3.95%	554,039.06 9,526.24	0.83% 6,707.55	AAA/AA AA	4.59 4.07
912828YS3	UNITED STATES TREASURY 1.75 11/15/2029	1,250,000.00	01/06/2025 4.40%	1,106,494.14 1,113,293.06	90.93 3.92%	1,136,572.26 8,278.66	1.71% 23,279.20	AAA/AA AA	4.63 4.33
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	600,000.00	12/05/2024 4.11%	600,468.75 600,438.87	100.77 3.94%	604,640.63 8,295.33	0.91% 4,201.75	AAA/AA AA	4.67 4.15
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,531.25 1,499,554.61	101.82 3.95%	1,527,246.09 16,496.89	2.29% 27,691.48	AAA/AA AA	4.75 4.22
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,000,000.00	02/18/2025 4.38%	994,375.00 994,502.63	101.28 3.96%	1,012,813.00 7,044.20	1.52% 18,310.37	AAA/AA AA	4.84 4.31
Total US Treasury		**38,400,000.00**	**4.11%**	**37,618,834.45** **37,853,942.57**	**99.12** **3.98%**	**38,025,161.59** **333,419.97**	**57.10%** **171,219.02**		**2.69** **2.48**
Total Portfolio		**67,068,756.57**	**4.27%**	**65,800,047.07** **66,259,785.01**	**98.39** **4.11%**	**66,591,496.51** **589,310.60**	**100.00%** **331,711.50**		**2.85** **2.58**
Total Market Value + Accrued						**67,180,807.11**			

HOLDINGS REPORT

City of Rocklin Liquidity | Account #11170 | As of March 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	907.17	--	907.17	1.00	907.17	0.02%	AAA/AAA	0.00
			0.00%	907.17	0.00%	0.00	0.00	AAA	0.00
Total Cash		**907.17**	**0.00%**	**907.17** **907.17**	**1.00** **0.00%**	**907.17** **0.00**	**0.02%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	270,420.48	--	270,420.48	1.00	270,420.48	5.06%	AAA/AAA	0.00
			3.97%	270,420.48	3.97%	0.00	0.00	AAA	0.00
Total Money Market Fund		**270,420.48**	**3.97%**	**270,420.48** **270,420.48**	**1.00** **3.97%**	**270,420.48** **0.00**	**5.06%** **0.00**		**0.00** **0.00**
US TREASURY									
912797LB1	UNITED STATES TREASURY 05/15/2025	5,100,000.00	11/15/2024	4,991,127.04	99.48	5,073,607.04	94.92%	A/AAA	0.12
			4.47%	5,073,087.58	4.32%	0.00	519.46	AAA	0.12
Total US Treasury		**5,100,000.00**	**4.47%**	**4,991,127.04** **5,073,087.58**	**99.48** **4.32%**	**5,073,607.04** **0.00**	**94.92%** **519.46**		**0.12** **0.12**
Total Portfolio		**5,371,327.65**	**4.45%**	**5,262,454.69** **5,344,415.23**	**94.48** **4.30%**	**5,344,934.69** **0.00**	**100.00%** **519.46**		**0.12** **0.11**
Total Market Value + Accrued						**5,344,934.69**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Rocklin | Account #11014|01/01/2025 Through 03/31/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/07/2025	912828YS3	1,250,000.00	UNITED STATES TREASURY 1.75 11/15/2029	88.520	4.40%	(1,106,494.14)	(3,202.69)	(1,109,696.83)	0.00
Purchase	01/08/2025	69353RFG8	650,000.00	PNC BANK NA (DELAWARE) 3.1 10/25/2027	95.782	4.73%	(622,583.00)	(4,085.97)	(626,668.97)	0.00
Purchase	01/15/2025	91282CHU8	1,500,000.00	UNITED STATES TREASURY 4.375 08/15/2026	100.031	4.35%	(1,500,468.75)	(27,284.31)	(1,527,753.06)	0.00
Purchase	01/17/2025	3137FJZ93	650,000.00	FHMS K-084 A2 3.78 10/25/2028	96.512	4.78%	(627,326.17)	(1,092.00)	(628,418.17)	0.00
Purchase	02/12/2025	532457CV8	230,000.00	ELI LILLY AND CO 4.75 02/12/2030	99.943	4.76%	(229,868.90)	0.00	(229,868.90)	0.00
Purchase	02/12/2025	532457CV8	190,000.00	ELI LILLY AND CO 4.75 02/12/2030	100.022	4.75%	(190,041.80)	0.00	(190,041.80)	0.00
Purchase	02/19/2025	63743HFW7	650,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.75 02/07/2028	100.239	4.66%	(651,553.50)	(1,029.17)	(652,582.67)	0.00
Purchase	02/19/2025	91282CLX7	1,000,000.00	UNITED STATES TREASURY 4.125 11/15/2027	99.512	4.31%	(995,117.19)	(10,939.23)	(1,006,056.42)	0.00
Purchase	02/19/2025	91282CMG3	1,000,000.00	UNITED STATES TREASURY 4.25 01/31/2030	99.438	4.38%	(994,375.00)	(2,230.66)	(996,605.66)	0.00
Purchase	03/20/2025	459058LR2	405,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	99.643	4.20%	(403,554.15)	0.00	(403,554.15)	0.00
Purchase	03/20/2025	459058LR2	265,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 4.125 03/20/2030	99.531	4.23%	(263,757.15)	0.00	(263,757.15)	0.00
Purchase	03/28/2025	91282CBZ3	1,250,000.00	UNITED STATES TREASURY 1.25 04/30/2028	92.031	4.02%	(1,150,390.63)	(6,388.12)	(1,156,778.75)	0.00
Total Purchase			**9,040,000.00**				**(8,735,530.38)**	**(56,252.15)**	**(8,791,782.53)**	**0.00**
TOTAL ACQUISITIONS			**9,040,000.00**				**(8,735,530.38)**	**(56,252.15)**	**(8,791,782.53)**	**0.00**
DISPOSITIONS										

TRANSACTION LEDGER

City of Rocklin | Account #11014|01/01/2025 Through 03/31/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	03/28/2025	91282CEU1	(1,250,000.00)	UNITED STATES TREASURY 2.875 06/15/2025	99.687	4.02%	1,246,093.75	10,169.13	1,256,262.88	(964.52)
Total Sale			**(1,250,000.00)**				**1,246,093.75**	**10,169.13**	**1,256,262.88**	**(964.52)**
TOTAL DISPOSITIONS			**(1,250,000.00)**				**1,246,093.75**	**10,169.13**	**1,256,262.88**	**(964.52)**

TRANSACTION LEDGER

City of Rocklin Liquidity | Account #11170|01/01/2025 Through 03/31/2025|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	02/13/2025	912797MK0	(7,400,000.00)	UNITED STATES TREASURY 02/13/2025	100.000	5.00%	7,400,000.00	0.00	7,400,000.00	0.00
Total Maturity			**(7,400,000.00)**				**7,400,000.00**	**0.00**	**7,400,000.00**	**0.00**
TOTAL DISPOSITIONS			**(7,400,000.00)**				**7,400,000.00**	**0.00**	**7,400,000.00**	**0.00**

IMPORTANT DISCLOSURES

2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

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

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

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

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

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

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

BENCHMARK DISCLOSURES

Benchmark	Disclosure
ICE BofA 3-Month US Treasury Bill Index	The ICE BofA US 3-Month Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, three months from the rebalancing date.
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

OFFICE OF TRISTAN BUTCHER
TREASURER-TAX COLLECTOR

COUNTY OF PLACER

TREASURER'S POOLED INVESTMENT REPORT

For the Month of March 31, 2025

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PREFACE

Placer County Treasurer's Pooled Investment Report

March 31, 2025

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

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

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

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

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

Government Code 53646 Compliance Report

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

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

The Weighted Average Maturity of the investments with the Treasury is 663 days.

The ability of the Placer County Treasury to meet its cash flow needs is demonstrated by $634,456,323.20 in cash and investments maturing in the next 180 days.

Placer County

General Fund
Portfolio Management
Portfolio Summary
March 31, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LGIP	120,000,000.00	120,000,000.00	120,000,000.00	4.91	1	1	5.139	5.210
U.S. Treasury Coupons	925,000,000.00	913,758,435.93	911,361,636.99	37.30	1,061	561	3.903	3.958
mPower Placer - Long Term	2,978,266.65	2,591,382.17	2,981,087.25	0.12	7,339	4,179	4.068	4.125
Federal Agency Coupons	1,269,000,000.00	1,270,763,980.00	1,268,917,386.66	51.93	1,282	793	3.957	4.012
Collateralized Inactive Bank Deposi	10,000,000.00	10,000,000.00	10,000,000.00	0.41	1	1	4.438	4.500
Collateralized CDs	23,000,000.00	23,000,000.00	23,000,000.00	0.94	366	261	4.290	4.349
Federal Agency Disc. -Amortizing	90,000,000.00	90,000,000.00	90,000,000.00	3.68	1	0	4.097	4.153
Local Agency Bond	9,257,868.80	8,907,209.28	9,257,868.80	0.38	7,219	4,743	2.965	3.006
mPower Placer	7,517,870.99	6,223,978.39	7,517,870.99	0.31	7,705	5,120	3.664	3.715
mPower - Folsom	377,103.36	332,927.09	377,103.36	0.02	7,684	4,294	3.446	3.494
Investments	**2,457,131,109.80**	**2,445,577,912.86**	**2,443,412,954.05**	**100.00%**	**1,126**	**663**	**4.001**	**4.056**
Cash								
Passbook/Checking (not included in yield calculations)	21,456,323.20	21,456,323.20	21,456,323.20		1	1	0.000	0.000
Total Cash and Investments	**2,478,587,433.00**	**2,467,034,236.06**	**2,464,869,277.25**		**1,126**	**663**	**4.001**	**4.056**

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	8,298,841.67	69,237,846.80
Average Daily Balance	**2,466,852,408.46**	**2,364,809,687.95**
Effective Rate of Return	**3.96%**	**3.90%**

4/8/25

JONATHAN SCHMIDT, ASST. TREASURER-TAX COLLECTOR

Reporting period 03/01/2025-03/31/2025
Data Updated: FUNDSNAP: 04/03/2025 08:09
Run Date: 04/03/2025 - 08:10

Portfolio PLCR
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General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
LGIP											
LGIP	22486	California Asset Mgm't Prog			60,000,000.00	60,000,000.00	60,000,000.00	5.000	5.000	1	
SYS23345	23345	CalTRUST			60,000,000.00	60,000,000.00	60,000,000.00	5.420	5.420	1	
		Subtotal and Average	**120,000,000.00**		**120,000,000.00**	**120,000,000.00**	**120,000,000.00**		**5.210**	**1**	
U.S. Treasury Coupons											
91282CBH3	20549	U. S. TREASURY COUPON		03/10/2021	10,000,000.00	9,695,800.00	9,965,350.60	0.375	0.773	305	01/31/2026
91282CAJ0	20553	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,837,400.00	9,982,417.90	0.250	0.680	152	08/31/2025
91282CAB7	20556	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,865,900.00	9,986,623.33	0.250	0.660	121	07/31/2025
91282CBH3	20557	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,695,800.00	9,966,931.31	0.375	0.753	305	01/31/2026
91282CBQ3	20558	U. S. TREASURY COUPON		03/11/2021	10,000,000.00	9,679,200.00	9,974,486.05	0.500	0.786	333	02/28/2026
912828ZT0	20569	U. S. TREASURY COUPON		03/19/2021	10,000,000.00	9,933,100.00	9,993,338.49	0.250	0.662	60	05/31/2025
912828ZW3	20575	U. S. TREASURY COUPON		03/25/2021	10,000,000.00	9,900,300.00	9,990,996.57	0.250	0.621	90	06/30/2025
91282CAM3	20590	U. S. TREASURY COUPON		04/07/2021	10,000,000.00	9,806,300.00	9,975,592.74	0.250	0.749	182	09/30/2025
912828ZT0	20600	U. S. TREASURY COUPON		04/09/2021	10,000,000.00	9,933,100.00	9,993,431.92	0.250	0.656	60	05/31/2025
91282CAB7	20601	U. S. TREASURY COUPON		04/09/2021	10,000,000.00	9,865,900.00	9,985,345.85	0.250	0.700	121	07/31/2025
91282CAB7	20612	U. S. TREASURY COUPON		04/15/2021	10,000,000.00	9,865,900.00	9,986,736.69	0.250	0.656	121	07/31/2025
91282CEY3	22473	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	19,924,400.00	19,942,497.70	3.000	4.054	105	07/15/2025
9128282A7	22474	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	19,343,000.00	19,412,244.74	1.500	3.799	501	08/15/2026
9128282R0	22475	U. S. TREASURY COUPON		04/21/2023	20,000,000.00	19,261,800.00	19,377,064.84	2.250	3.681	866	08/15/2027
9128283W8	22476	U. S. TREASURY COUPON		04/21/2023	10,000,000.00	9,693,800.00	9,766,157.37	2.750	3.644	1,050	02/15/2028
9128283W8	22593	U. S. TREASURY COUPON		06/29/2023	20,000,000.00	19,387,600.00	19,268,894.06	2.750	4.161	1,050	02/15/2028
91282CFE6	22609	U. S. TREASURY COUPON		07/06/2023	10,000,000.00	9,956,800.00	9,934,403.37	3.125	5.002	136	08/15/2025
91282CHH7	22612	U. S. TREASURY COUPON		07/10/2023	10,000,000.00	10,015,200.00	9,945,436.51	4.125	4.614	440	06/15/2026
91282CGL9	22613	U. S. TREASURY COUPON		07/10/2023	10,000,000.00	9,988,500.00	9,941,114.62	4.000	4.722	320	02/15/2026
91282CEU1	22614	U. S. TREASURY COUPON		07/10/2023	20,000,000.00	19,939,600.00	19,918,997.88	2.875	4.968	75	06/15/2025
91282CFE6	22615	U. S. TREASURY COUPON		07/10/2023	15,000,000.00	14,935,200.00	14,907,741.20	3.125	4.882	136	08/15/2025
91282CEQ0	23052	U. S. TREASURY COUPON		08/28/2023	10,000,000.00	9,981,600.00	9,972,873.40	2.750	5.127	44	05/15/2025
91282CHU8	23055	U. S. TREASURY COUPON		08/28/2023	10,000,000.00	10,052,000.00	9,958,076.52	4.375	4.705	501	08/15/2026
91282CGE5	23116	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,966,800.00	19,843,985.71	3.875	4.927	289	01/15/2026
91282CHM6	23117	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	20,125,800.00	19,920,924.73	4.500	4.829	470	07/15/2026
912828X88	23118	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,379,000.00	19,093,200.08	2.375	4.723	774	05/15/2027
9128284N7	23119	U. S. TREASURY COUPON		10/16/2023	20,000,000.00	19,400,800.00	19,016,213.39	2.875	4.642	1,140	05/15/2028
91282CGE5	23129	U. S. TREASURY COUPON		10/20/2023	10,000,000.00	9,983,400.00	9,906,706.53	3.875	5.137	289	01/15/2026
91282CHM6	23130	U. S. TREASURY COUPON		10/20/2023	10,000,000.00	10,062,900.00	9,931,634.76	4.500	5.073	470	07/15/2026
912828X88	23131	U. S. TREASURY COUPON		10/20/2023	15,000,000.00	14,534,250.00	14,239,847.95	2.375	5.014	774	05/15/2027
9128284N7	23132	U. S. TREASURY COUPON		10/20/2023	15,000,000.00	14,550,600.00	14,132,321.00	2.875	4.968	1,140	05/15/2028

General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Coupons											
91282CHM6	23150	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	10,062,900.00	9,983,547.61	4.500	4.635	470	07/15/2026
91282CGE5	23151	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	9,983,400.00	9,935,732.68	3.875	4.738	289	01/15/2026
91282CHB0	23152	U. S. TREASURY COUPON		11/06/2023	10,000,000.00	9,955,900.00	9,891,754.89	3.625	4.659	409	05/15/2026
9128284V9	23203	U. S. TREASURY COUPON		12/21/2023	20,000,000.00	19,354,600.00	19,360,977.05	2.875	3.920	1,232	08/15/2028
91282CHM6	23204	U. S. TREASURY COUPON		12/21/2023	40,000,000.00	40,251,600.00	40,163,020.28	4.500	4.162	470	07/15/2026
91282CHB0	23205	U. S. TREASURY COUPON		12/21/2023	10,000,000.00	9,955,900.00	9,941,638.13	3.625	4.176	409	05/15/2026
91282CGE5	23206	U. S. TREASURY COUPON		12/21/2023	20,000,000.00	19,966,800.00	19,937,880.29	3.875	4.289	289	01/15/2026
91282CEY3	23399	U. S. TREASURY COUPON		05/28/2024	50,000,000.00	49,811,000.00	49,708,024.36	3.000	5.111	105	07/15/2025
9128282R0	23433	U. S. TREASURY COUPON		07/09/2024	15,000,000.00	14,446,350.00	14,297,140.02	2.250	4.383	866	08/15/2027
9128282R0	23434	U. S. TREASURY COUPON		07/09/2024	20,000,000.00	19,261,800.00	19,067,634.72	2.250	4.372	866	08/15/2027
91282CHH7	24089	U. S. TREASURY COUPON		11/08/2024	20,000,000.00	20,030,400.00	19,977,632.71	4.125	4.220	440	06/15/2026
91282CHX2	24090	U. S. TREASURY COUPON		11/08/2024	10,000,000.00	10,146,500.00	10,064,439.66	4.375	4.167	1,248	08/31/2028
9128284V9	24091	U. S. TREASURY COUPON		11/08/2024	15,000,000.00	14,515,950.00	14,404,033.43	2.875	4.158	1,232	08/15/2028
91282CKS9	24092	U. S. TREASURY COUPON		11/08/2024	15,000,000.00	15,141,150.00	15,110,288.06	4.875	4.215	425	05/31/2026
912828P46	24115	U. S. TREASURY COUPON		12/06/2024	25,000,000.00	24,466,500.00	24,469,610.09	1.625	4.132	320	02/15/2026
91282CHB0	24116	U. S. TREASURY COUPON		12/06/2024	30,000,000.00	29,930,787.02	29,906,060.23	3.625	4.108	409	05/15/2026
91282CHM6	24117	U. S. TREASURY COUPON		12/06/2024	50,000,000.00	50,314,500.00	50,244,373.93	4.500	4.102	470	07/15/2026
91282CGE5	24118	U. S. TREASURY COUPON		12/06/2024	40,000,000.00	39,933,600.00	39,915,262.35	3.875	4.149	289	01/15/2026
91282CJA0	24127	U. S. TREASURY COUPON		12/18/2024	10,000,000.00	10,232,800.00	10,124,262.84	4.625	4.235	1,278	09/30/2028
9128284V9	24128	U. S. TREASURY COUPON		12/18/2024	30,000,000.00	29,031,900.00	28,739,960.70	2.875	4.230	1,232	08/15/2028
9128286B1	24168	U. S. TREASURY COUPON		01/28/2025	40,000,000.00	38,156,400.00	37,652,865.11	2.625	4.290	1,416	02/15/2029
91282CKD2	24209	U. S. TREASURY COUPON		03/05/2025	20,000,000.00	20,245,948.91	20,233,910.04	4.250	3.940	1,429	02/28/2029
		Subtotal and Average	**908,502,999.40**		**925,000,000.00**	**913,758,435.93**	**911,361,636.99**		**3.958**	**561**	
mPower Placer - Long Term											
2015NR-A	2015NR-A	mPower Placer		06/16/2015	808,023.77	702,528.19	808,023.77	4.000	3.999	3,806	09/02/2035
2015NR-BLT	2015NR-BLT	mPower Placer		09/02/2016	1,756,890.17	1,511,558.03	1,756,890.17	4.000	4.000	4,172	09/02/2036
72601FAC2	2018B	Public Finance Authority		06/28/2018	413,352.71	377,295.95	416,173.31	5.050	4.894	4,931	10/01/2038
		Subtotal and Average	**2,981,118.66**		**2,978,266.65**	**2,591,382.17**	**2,981,087.25**		**4.125**	**4,179**	
Federal Agency Coupons											
3133EMYE6	20641	FEDERAL FARM CREDIT BANK		05/04/2021	10,000,000.00	9,678,400.00	9,997,816.67	1.000	1.021	398	05/04/2026
3133EM3E0	21107	FEDERAL FARM CREDIT BANK		09/09/2021	10,000,000.00	9,946,300.00	9,999,805.10	0.610	0.624	52	05/23/2025
3133ERGR6	23409	FEDERAL FARM CREDIT BANK		06/05/2024	20,000,000.00	20,043,000.00	20,000,000.00	5.050	5.056	115	07/25/2025
3133ERGP0	23410	FEDERAL FARM CREDIT BANK		06/05/2024	20,000,000.00	20,035,200.00	20,000,000.00	5.060	5.064	97	07/07/2025
3133ERN72	24132	FEDERAL FARM CREDIT BANK		12/19/2024	20,000,000.00	20,135,400.00	20,000,000.00	4.220	4.221	1,022	01/18/2028

General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3133ER2R1	24171	FEDERAL FARM CREDIT BANK		01/29/2025	20,000,000.00	20,236,800.00	19,999,231.47	4.310	4.312	1,536	06/15/2029
3133ER2S9	24172	FEDERAL FARM CREDIT BANK		01/29/2025	15,000,000.00	15,178,050.00	14,999,279.37	4.310	4.312	1,543	06/22/2029
3133ER2Q3	24173	FEDERAL FARM CREDIT BANK		01/29/2025	15,000,000.00	15,178,950.00	14,999,423.75	4.310	4.312	1,526	06/05/2029
3133ER2P5	24174	FEDERAL FARM CREDIT BANK		01/29/2025	25,000,000.00	25,301,250.00	25,000,000.00	4.310	4.311	1,604	08/22/2029
3133ER2M2	24175	FEDERAL FARM CREDIT BANK		01/29/2025	25,000,000.00	25,302,750.00	25,000,000.00	4.310	4.310	1,590	08/08/2029
3133ER2N0	24176	FEDERAL FARM CREDIT BANK		01/29/2025	25,000,000.00	25,300,500.00	25,000,000.00	4.310	4.311	1,597	08/15/2029
3133ER6S5	24213	FEDERAL FARM CREDIT BANK		03/06/2025	20,000,000.00	19,967,800.00	20,000,000.00	3.970	3.970	1,619	09/06/2029
3130AKWV4	20503	FEDERAL HOME LOAN BANK		02/01/2021	10,000,000.00	9,700,600.00	9,999,668.52	0.500	0.504	303	01/29/2026
3130ALCV4	20609	FEDERAL HOME LOAN BANK		04/14/2021	10,000,000.00	9,703,900.00	9,984,883.60	0.750	0.923	329	02/24/2026
3130ANJD3	21083	FEDERAL HOME LOAN BANK		08/26/2021	5,000,000.00	4,850,450.00	5,000,000.00	1.250	0.895	512	08/26/2026
3130ANRX0	21084	FEDERAL HOME LOAN BANK		08/26/2021	5,000,000.00	4,811,900.00	5,000,000.00	1.250	1.000	512	08/26/2026
3130ANVS6	21092	FEDERAL HOME LOAN BANK		08/30/2021	10,000,000.00	9,580,900.00	10,000,000.00	1.000	1.001	512	08/26/2026
3130ANW22	21093	FEDERAL HOME LOAN BANK		08/30/2021	5,000,000.00	4,855,400.00	5,000,000.00	0.850	0.850	330	02/25/2026
3130APUS2	21207	FEDERAL HOME LOAN BANK		11/22/2021	5,000,000.00	4,936,150.00	4,998,719.38	1.000	1.146	140	08/19/2025
3130APUN3	21215	FEDERAL HOME LOAN BANK		11/30/2021	4,000,000.00	3,845,280.00	4,000,000.00	1.250	1.250	514	08/28/2026
3130AQB85	21238	FEDERAL HOME LOAN BANK		12/10/2021	10,000,000.00	9,937,500.00	10,000,000.00	1.200	1.200	70	06/10/2025
3130AQCT8	21256	FEDERAL HOME LOAN BANK		12/17/2021	5,000,000.00	4,822,100.00	5,000,000.00	1.330	1.468	472	07/17/2026
3130AQCJ0	21258	FEDERAL HOME LOAN BANK		12/17/2021	10,000,000.00	9,981,800.00	10,000,000.00	3.500	1.541	77	06/17/2025
3130AVWF5	22491	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,951,300.00	10,000,000.00	3.660	3.661	457	07/02/2026
3130AVWE8	22492	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,990,500.00	10,000,000.00	4.000	3.961	92	07/02/2025
3130AVWA6	22493	FEDERAL HOME LOAN BANK		05/03/2023	20,000,000.00	19,911,000.00	20,000,000.00	3.725	3.726	822	07/02/2027
3130AVWC2	22494	FEDERAL HOME LOAN BANK		05/03/2023	10,000,000.00	9,903,800.00	10,000,000.00	3.615	3.616	1,007	01/03/2028
3130AW2U3	22511	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,937,000.00	10,000,000.00	3.620	3.621	686	02/16/2027
3130AW2V1	22512	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,937,800.00	10,000,000.00	3.625	3.626	678	02/08/2027
3130AW2W9	22513	FEDERAL HOME LOAN BANK		05/16/2023	10,000,000.00	9,939,500.00	10,000,000.00	3.635	3.636	671	02/01/2027
3130AW7B0	22527	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,985,800.00	10,000,000.00	3.925	3.926	533	09/16/2026
3130AW7C8	22528	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,985,500.00	10,000,000.00	3.920	3.921	540	09/23/2026
3130AW7A2	22529	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,986,000.00	10,000,000.00	3.930	3.932	521	09/04/2026
3130AW6Z8	22530	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,986,200.00	10,000,000.00	3.930	3.931	527	09/10/2026
3130AW6X31	22531	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,995,000.00	10,000,000.00	4.180	4.182	160	09/08/2025
3130AW6Y1	22532	FEDERAL HOME LOAN BANK		05/23/2023	10,000,000.00	9,994,900.00	10,000,000.00	4.180	4.182	154	09/02/2025
3130AWFA3	22559	FEDERAL HOME LOAN BANK		06/12/2023	10,000,000.00	10,034,500.00	10,000,000.00	4.060	4.061	890	09/08/2027
3130AWF96	22560	FEDERAL HOME LOAN BANK		06/12/2023	10,000,000.00	10,022,500.00	10,000,000.00	4.020	4.021	1,042	02/07/2028
3130AWFB1	22565	FEDERAL HOME LOAN BANK		06/13/2023	10,000,000.00	10,036,300.00	10,000,000.00	4.070	4.071	883	09/01/2027
3130AWFC9	22566	FEDERAL HOME LOAN BANK		06/13/2023	10,000,000.00	10,024,300.00	10,000,000.00	4.025	4.026	1,049	02/14/2028
3130AWLA6	22600	FEDERAL HOME LOAN BANK		07/06/2023	15,000,000.00	15,027,450.00	15,000,000.00	4.905	4.907	125	08/04/2025

General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130AWLB4	22601	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	10,019,300.00	10,000,000.00	4.895	4.897	132	08/11/2025
3130AWL57	22602	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	20,180,800.00	20,000,000.00	4.460	4.461	682	02/12/2027
3130AWL73	22603	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	10,091,600.00	10,000,000.00	4.450	4.451	695	02/25/2027
3130AWL81	22604	FEDERAL HOME LOAN BANK		07/06/2023	10,000,000.00	10,090,500.00	10,000,000.00	4.275	4.276	1,042	02/07/2028
3130AWL65	22605	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	20,181,800.00	20,000,000.00	4.450	4.451	692	02/22/2027
3130AWL99	22606	FEDERAL HOME LOAN BANK		07/06/2023	20,000,000.00	20,182,000.00	20,000,000.00	4.270	4.271	1,057	02/22/2028
3130AWMN7	23031	FEDERAL HOME LOAN BANK		08/16/2023	20,000,000.00	20,267,200.00	19,968,680.07	4.375	4.430	1,165	06/09/2028
3130AWWZ9	23032	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,121,100.00	10,000,000.00	4.500	4.502	805	06/15/2027
3130AWX21	23033	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,126,200.00	10,000,000.00	4.480	4.480	861	08/10/2027
3130AWX62	23034	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,123,100.00	10,000,000.00	4.470	4.470	856	08/05/2027
3130AWX54	23035	FEDERAL HOME LOAN BANK		08/16/2023	10,000,000.00	10,119,300.00	10,000,000.00	4.495	4.497	800	06/10/2027
3130AYBH8	23209	FEDERAL HOME LOAN BANK		12/22/2023	20,000,000.00	20,004,600.00	20,000,000.00	4.460	6.378	100	07/10/2025
3130AYBK1	23210	FEDERAL HOME LOAN BANK		12/22/2023	15,000,000.00	14,948,100.00	15,000,000.00	3.855	3.855	1,196	07/10/2028
3130AYBJ4	23211	FEDERAL HOME LOAN BANK		12/22/2023	15,000,000.00	15,003,300.00	15,000,000.00	4.000	4.001	650	01/11/2027
3130AYGV2	23232	FEDERAL HOME LOAN BANK		01/11/2024	10,000,000.00	10,020,500.00	10,000,000.00	4.193	4.194	491	08/05/2026
3130AYGR1	23233	FEDERAL HOME LOAN BANK		01/11/2024	15,000,000.00	15,029,250.00	15,000,000.00	4.180	4.181	498	08/12/2026
3130AYGU4	23234	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,046,600.00	20,000,000.00	4.110	4.110	644	01/05/2027
3130AYGW0	23235	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,013,200.00	20,000,000.00	3.985	3.985	1,378	01/08/2029
3130AYGT7	23236	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,042,200.00	20,000,000.00	4.020	4.020	1,015	01/11/2028
3130AYGP5	23237	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,056,600.00	20,000,000.00	4.050	4.050	827	07/07/2027
3130AYGQ3	23238	FEDERAL HOME LOAN BANK		01/11/2024	20,000,000.00	20,006,600.00	20,000,000.00	3.980	3.980	1,191	07/05/2028
3130AYQF6	23260	FEDERAL HOME LOAN BANK		01/29/2024	30,000,000.00	30,092,400.00	30,000,000.00	4.060	4.061	832	07/12/2027
3130AYQE9	23261	FEDERAL HOME LOAN BANK		01/29/2024	15,000,000.00	15,045,750.00	15,000,000.00	4.070	4.071	791	06/01/2027
3130AYQB5	23262	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,055,600.00	20,000,000.00	4.040	4.040	1,396	01/26/2029
3130AYQ90	23263	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,074,400.00	20,000,000.00	4.057	4.058	1,189	07/03/2028
3130AYQA7	23264	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,076,200.00	20,000,000.00	4.062	4.063	1,157	06/01/2028
3130AYQD1	23265	FEDERAL HOME LOAN BANK		01/29/2024	20,000,000.00	20,069,800.00	20,000,000.00	4.060	4.061	895	09/13/2027
3130AYQC3	23266	FEDERAL HOME LOAN BANK		01/29/2024	15,000,000.00	15,047,400.00	15,000,000.00	4.070	4.071	811	06/21/2027
3130B0Y86	23364	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,015,250.00	25,000,000.00	5.160	5.163	34	05/05/2025
3130B0Y94	23365	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,018,250.00	25,000,000.00	5.150	5.154	41	05/12/2025
3130B0YB9	23366	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,049,750.00	25,000,000.00	5.120	5.127	100	07/10/2025
3130B0YC7	23367	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,055,500.00	25,000,000.00	5.110	5.117	111	07/21/2025
3130B0YA1	23368	FEDERAL HOME LOAN BANK		04/17/2024	25,000,000.00	25,023,000.00	25,000,000.00	5.130	5.135	52	05/23/2025
3130B1NB9	23408	FEDERAL HOME LOAN BANK		06/05/2024	20,000,000.00	20,039,000.00	20,000,000.00	5.040	5.040	108	07/18/2025
3130B1NC7	23411	FEDERAL HOME LOAN BANK		06/05/2024	15,000,000.00	15,131,850.00	15,000,000.00	4.710	4.713	479	07/24/2026
3130B1XB8	23436	FEDERAL HOME LOAN BANK		07/10/2024	10,000,000.00	10,109,300.00	10,000,000.00	4.300	4.301	1,171	06/15/2028

General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupons											
3130B4CD1	24129	FEDERAL HOME LOAN BANK		12/19/2024	30,000,000.00	30,167,700.00	30,000,000.00	4.110	4.112	1,263	09/15/2028
3130B4CE94	24130	FEDERAL HOME LOAN BANK		12/19/2024	20,000,000.00	20,075,400.00	20,000,000.00	4.080	4.081	1,634	09/21/2029
3130B4CF6	24131	FEDERAL HOME LOAN BANK		12/19/2024	20,000,000.00	20,073,200.00	20,000,000.00	4.080	4.081	1,571	07/20/2029
3130B4LH2	24149	FEDERAL HOME LOAN BANK		01/13/2025	20,000,000.00	20,407,200.00	20,000,000.00	4.370	4.370	1,380	01/10/2029
3130B5GJ1	24212	FEDERAL HOME LOAN BANK		03/06/2025	20,000,000.00	20,023,400.00	20,000,000.00	3.980	3.980	1,619	09/06/2029
3137EAEX3	20417	FED HOME LOAN MORT CORP		12/15/2020	10,000,000.00	9,814,000.00	9,997,877.53	0.375	0.419	175	09/23/2025
3134GXHY3	21206	FED HOME LOAN MORT CORP		11/22/2021	5,000,000.00	4,799,750.00	4,973,790.55	0.750	1.190	448	06/23/2026
3135G05X7	20421	FEDERAL NATIONAL MORT. ASSOC.		12/15/2020	10,000,000.00	9,846,300.00	9,998,210.65	0.375	0.420	146	08/25/2025
		Subtotal and Average	**1,262,463,259.10**		**1,269,000,000.00**	**1,270,763,980.00**	**1,268,917,386.66**		**4.012**	**793**	
Collateralized Inactive Bank Deposi											
SYS19055	19055	Five Star Bank - PIMMA			10,000,000.00	10,000,000.00	10,000,000.00	4.500	4.500	1	
		Subtotal and Average	**10,806,451.61**		**10,000,000.00**	**10,000,000.00**	**10,000,000.00**		**4.500**	**1**	
Collateralized CDs											
SYS24153	24153	Five Star Bank - CD		01/06/2025	10,000,000.00	10,000,000.00	10,000,000.00	4.150	4.208	280	01/06/2026
SYS24185	24185	Five Star Bank - CD		02/07/2025	10,000,000.00	10,000,000.00	10,000,000.00	4.190	4.248	314	02/09/2026
SYS23373	23373	River City Bank		04/19/2024	3,000,000.00	3,000,000.00	3,000,000.00	5.160	5.160	18	04/19/2025
		Subtotal and Average	**23,000,000.00**		**23,000,000.00**	**23,000,000.00**	**23,000,000.00**		**4.349**	**261**	
Commercial Paper Disc. -Amortizing											
		Subtotal and Average	**103,543,252.96**								
Federal Agency Disc. -Amortizing											
313397DU2	24232	Freddie Discount		03/31/2025	90,000,000.00	90,000,000.00	90,000,000.00	4.040	4.153	0	04/01/2025
		Subtotal and Average	**2,903,225.81**		**90,000,000.00**	**90,000,000.00**	**90,000,000.00**		**4.153**	**0**	
Local Agency Bond											
SYS16098	16098	Ackerman School District		04/03/2017	4,817,975.68	4,747,199.62	4,817,975.68	2.800	2.800	4,385	04/03/2037
SYS17042	17042	Mid Placer Public School Trans		12/21/2017	128,414.48	127,706.92	128,414.48	2.850	2.850	994	12/21/2027
SYS18093	18093	Mid Placer Public School Trans		01/16/2019	424,783.34	418,602.74	424,783.34	3.000	3.000	1,386	01/16/2029
16115	16115	Newcastle Elementary SD		06/30/2017	2,466,082.17	2,193,086.87	2,466,082.17	2.800	2.800	8,125	06/30/2047
SYS23342	23342	Placer Hills Fire Protection		04/03/2024	668,135.43	668,135.43	668,135.43	4.170	4.170	1,463	04/03/2029
SYS23287	23287	Placer CEO Fire		02/01/2024	752,477.70	752,477.70	752,477.70	4.000	4.000	1,402	02/01/2029
		Subtotal and Average	**9,257,868.80**		**9,257,868.80**	**8,907,209.28**	**9,257,868.80**		**3.006**	**4,743**	

General Fund
Portfolio Management
Portfolio Details - Investments
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
mPower Placer											
2016NR-A	2016NR-A	mPower Placer		08/04/2016	2,930,646.45	2,330,713.82	2,930,646.45	3.000	3.042	4,537	09/02/2037
2017 NR	2017 NR	mPower Placer		07/06/2017	19,582.25	15,378.72	19,582.25	3.000	3.042	4,902	09/02/2038
2017 R	2017 R	mPower Placer		07/06/2017	22,503.93	17,673.24	22,503.93	3.000	3.042	4,902	09/02/2038
2018 NR	2018 NR	mPower Placer		07/26/2018	39,242.38	29,416.87	39,242.38	4.500	4.563	5,267	09/02/2039
2018 R	2018 R	mPower Placer		07/12/2018	97,469.43	84,993.34	97,469.43	4.500	4.563	5,267	09/02/2039
2018 S-NR	18003	Pioneer Community Energy		08/09/2018	260,621.29	231,145.02	260,621.29	4.500	4.563	5,267	09/02/2039
2017 S NR	2017 S-NR	Pioneer Community Energy		09/28/2017	112,093.72	85,135.18	112,093.72	3.000	3.042	4,902	09/02/2038
2017 S-R	2017 S-R	Pioneer Community Energy		07/06/2017	1,055,431.49	834,329.15	1,055,431.49	3.000	3.042	4,902	09/02/2038
2018 S-R	2018 S-R	Pioneer Community Energy		07/12/2018	875,820.78	769,522.41	875,820.78	4.500	4.563	5,267	09/02/2039
2019-20 NR	2019-20 NR	Pioneer Community Energy		07/18/2019	-0.01	-0.01	-0.01	4.500	4.563	5,633	09/02/2040
2019-20 R-1	2019-20 R-1	Pioneer Community Energy		07/11/2019	679,143.40	590,148.45	679,143.40	4.500	4.563	5,633	09/02/2040
2020-21 NR	2020-21 NR	Pioneer Community Energy		10/01/2020	0.00	0.00	0.00	4.500	4.563	0	09/02/2041
2020-21 R1	2020-21 R1	Pioneer Community Energy		07/23/2020	657,113.95	568,738.69	657,113.95	4.500	4.563	5,998	09/02/2041
2021-22 R1	2021-22 R1	Pioneer Community Energy		08/26/2021	717,919.50	626,040.16	717,919.50	4.500	4.563	6,363	09/02/2042
2016S R-1	2016S R-1	Sierra Valley Energy Authority		01/26/2017	50,282.43	40,743.35	50,282.43	3.000	3.042	4,537	09/02/2037
	Subtotal and Average		**7,522,357.10**		**7,517,870.99**	**6,223,978.39**	**7,517,870.99**		**3.715**	**5,120**	
mPower - Folsom											
2016-IA3 #2	2016-IA3 #2	mPower Folsom		07/14/2016	71,623.85	62,835.60	71,623.85	3.500	3.549	4,537	09/02/2037
2017-IA3 #3	2017-IA3 #3	mPower Folsom		07/27/2017	27,253.69	23,005.38	27,253.69	2.750	2.788	4,902	09/02/2038
MFIA-2 NR	IA2-NR	mPower Folsom		08/06/2015	0.00	0.00	0.00	3.500	3.549	0	09/02/2036
MFIA-3	MFIA-3	mPower Folsom		09/01/2015	179,632.42	158,768.11	179,632.42	3.500	3.549	4,172	09/02/2036
MF R-1	MFR-1	mPower Folsom		09/01/2015	98,593.40	88,318.00	98,593.40	3.500	3.549	4,172	09/02/2036
	Subtotal and Average		**377,103.36**		**377,103.36**	**332,927.09**	**377,103.36**		**3.494**	**4,294**	
	Total and Average		**2,466,852,408.46**		**2,457,131,109.80**	**2,445,577,912.86**	**2,443,412,954.05**		**4.056**	**663**	

General Fund
Portfolio Management
Portfolio Details - Cash
March 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity
Cash at Bank										
SYS00000	00000	PLACER COUNTY CASH			21,225,539.59	21,225,539.59	21,225,539.59		0.000	1
Undeposited Receipts										
SYS00000VAULT	00000VAULT	PLACER COUNTY CASH			230,783.61	230,783.61	230,783.61		0.000	1
		Average Balance	**0.00**							**1**
		Total Cash and Investments	**2,466,852,408.46**		**2,478,587,433.00**	**2,467,034,236.06**	**2,464,869,277.25**		**4.056**	**663**

General Fund
Purchases Report
Sorted by Fund - Fund
March 1, 2025 - March 31, 2025

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment	Principal Purchase	Accrued at Purchase	Rate at Purchas	Maturity Date	YTM	Ending Book Value
General Fund													
22533TQ41	24206	1010	ACP	CACPNY	65,000,000.00	03/03/2025	03/04 - At Maturity	64,992,308.33		4.260	03/04/2025	4.260	0.00
63873JQ45	24205	1010	ACP	NATXNY	100,000,000.00	03/03/2025	03/04 - At Maturity	99,988,166.66		4.260	03/04/2025	4.260	0.00
22533TQ58	24207	1010	ACP	CACPNY	65,000,000.00	03/04/2025	03/05 - At Maturity	64,992,308.33		4.260	03/05/2025	4.260	0.00
63873JQ52	24208	1010	ACP	NATXNY	100,000,000.00	03/04/2025	03/05 - At Maturity	99,988,166.66		4.260	03/05/2025	4.260	0.00
22533TQ66	24211	1010	ACP	CACPNY	50,000,000.00	03/05/2025	03/06 - At Maturity	49,994,083.33		4.260	03/06/2025	4.260	0.00
63873JQ60	24210	1010	ACP	NATXNY	100,000,000.00	03/05/2025	03/06 - At Maturity	99,988,166.66		4.260	03/06/2025	4.260	0.00
91282CKD2	24209	1010	TRC	UST	20,000,000.00	03/05/2025	08/31 - 02/28	20,226,562.50	11,548.91	4.250	02/28/2029	3.940	20,233,910.04
3133ER6S5	24213	1010	FAC	FFCB	20,000,000.00	03/06/2025	09/06 - 03/06	20,000,000.00		3.970	09/06/2029	3.970	20,000,000.00
3130B5GJ1	24212	1010	FAC	FHLB	20,000,000.00	03/06/2025	09/06 - 03/06	20,000,000.00		3.980	09/06/2029	3.980	20,000,000.00
63873JQ78	24214	1010	ACP	NATXNY	110,000,000.00	03/06/2025	03/07 - At Maturity	109,986,983.33		4.260	03/07/2025	4.260	0.00
63873JQA1	24215	1010	ACP	NATXNY	85,000,000.00	03/07/2025	03/10 - At Maturity	84,969,825.00		4.260	03/10/2025	4.262	0.00
63873JQB9	24-216	1010	ACP	NATXNY	80,000,000.00	03/10/2025	03/11 - At Maturity	79,990,533.33		4.260	03/11/2025	4.260	0.00
63873JQC7	24217	1010	ACP	NATXNY	80,000,000.00	03/11/2025	03/12 - At Maturity	79,990,533.33		4.260	03/12/2025	4.260	0.00
63873JQD5	24218	1010	ACP	NATXNY	85,000,000.00	03/12/2025	03/13 - At Maturity	84,989,941.66		4.260	03/13/2025	4.260	0.00
63873JQE3	24219	1010	ACP	NATXNY	85,000,000.00	03/13/2025	03/14 - At Maturity	84,989,941.66		4.260	03/14/2025	4.260	0.00
63873JQH6	24220	1010	ACP	NATXNY	85,000,000.00	03/14/2025	03/17 - At Maturity	84,969,825.00		4.260	03/17/2025	4.262	0.00
63873JQJ2	24221	1010	ACP	NATXNY	85,000,000.00	03/17/2025	03/18 - At Maturity	84,989,941.66		4.260	03/18/2025	4.260	0.00
63873JQK9	24222	1010	ACP	NATXNY	80,000,000.00	03/18/2025	03/19 - At Maturity	79,990,533.33		4.260	03/19/2025	4.260	0.00
63873JQL7	24223	1010	ACP	NATXNY	75,000,000.00	03/19/2025	03/20 - At Maturity	74,991,125.00		4.260	03/20/2025	4.260	0.00
63873JQM5	24224	1010	ACP	NATXNY	80,000,000.00	03/20/2025	03/21 - At Maturity	79,990,533.33		4.260	03/21/2025	4.260	0.00
63873JQQ6	24225	1010	ACP	NATXNY	75,000,000.00	03/21/2025	03/24 - At Maturity	74,973,375.00		4.260	03/24/2025	4.262	0.00
63873JQR4	24226	1010	ACP	NATXNY	90,000,000.00	03/24/2025	03/25 - At Maturity	89,989,350.00		4.260	03/25/2025	4.260	0.00
63873JQS2	24227	1010	ACP	NATXNY	95,000,000.00	03/25/2025	03/26 - At Maturity	94,988,758.33		4.260	03/26/2025	4.260	0.00
63873JQT0	24228	1010	ACP	NATXNY	135,000,000.00	03/26/2025	03/27 - At Maturity	134,984,024.99		4.260	03/27/2025	4.260	0.00
63873JQU7	24229	1010	ACP	NATXNY	135,000,000.00	03/27/2025	03/28 - At Maturity	134,984,024.99		4.260	03/28/2025	4.260	0.00
63873JQU7	24230	1010	ACP	NATXNY	10,000,000.00	03/27/2025	03/28 - At Maturity	9,998,816.67		4.260	03/28/2025	4.260	0.00
63873JQX1	24231	1010	ACP	NATXNY	150,000,000.00	03/28/2025	03/31 - At Maturity	149,946,750.00		4.260	03/31/2025	4.262	0.00
313397DU2	24232	1010	AFD	FREDN	90,000,000.00	03/31/2025	04/01 - At Maturity	89,989,900.00		4.040	04/01/2025	4.097	90,000,000.00
				Subtotal	**2,250,000,000.00**			**2,249,874,479.08**	**11,548.91**				**150,233,910.04**
				Total Purchases	**2,250,000,000.00**			**2,249,874,479.08**	**11,548.91**				**150,233,910.04**

General Fund
Purchases Report
March 1, 2025 - March 31, 2025

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment	Principal Purchase	Accrued at Purchase	Rate at Purchas	Maturity Date	YTM	Ending Book Value

PLACER COUNTY 2024/25
Summary by Issuer
March 31, 2025

Issuer	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Ackerman School District	1	4,817,975.68	4,817,975.68	0.20	2.800	4,385
California Asset Mgm't Prog	1	60,000,000.00	60,000,000.00	2.45	5.000	1
CalTRUST	1	60,000,000.00	60,000,000.00	2.45	5.420	1
FEDERAL FARM CREDIT BANK	12	225,000,000.00	224,982,850.00	9.17	4.096	1,147
FEDERAL HOME LOAN BANK	70	1,019,000,000.00	1,018,856,320.00	41.53	4.078	728
FED HOME LOAN MORT CORP	2	15,000,000.00	14,880,900.00	0.61	0.675	266
FEDERAL NATIONAL MORT. ASSOC.	1	10,000,000.00	9,979,000.00	0.41	0.420	146
Freddie Discount	1	90,000,000.00	89,989,900.00	3.67	4.153	0
Five Star Bank - PIMMA	1	10,000,000.00	10,000,000.00	0.41	4.500	1
Five Star Bank - CD	2	20,000,000.00	20,000,000.00	0.82	4.228	297
Mid Placer Public School Trans	2	553,197.82	553,197.82	0.02	2.965	1,295
mPower Folsom	5	377,103.36	377,103.36	0.02	3.494	4,294
mPower Placer	7	5,674,358.38	5,674,358.38	0.23	3.511	4,340
Newcastle Elementary SD	1	2,466,082.17	2,466,082.17	0.10	2.800	8,125
Placer Hills Fire Protection	1	668,135.43	668,135.43	0.03	4.170	1,463
Public Finance Authority	1	413,352.71	421,619.76	0.02	4.894	4,931
Pioneer Community Energy	9	4,358,144.12	4,358,144.12	0.18	4.155	5,517
PLACER COUNTY CASH	2	21,456,323.20	21,456,323.20	0.87	0.000	1
Placer CEO Fire	1	752,477.70	752,477.70	0.03	4.000	1,402
River City Bank	1	3,000,000.00	3,000,000.00	0.12	5.160	18
Sierra Valley Energy Authority	1	50,282.43	50,282.43	0.00	3.042	4,537
U. S. TREASURY COUPON	53	925,000,000.00	900,207,607.33	36.69	3.958	561

Total and Average	176	2,478,587,433.00	2,453,492,277.38	100.00	4.021	657

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Various Personnel Updates

Date: June 10, 2025

Submitted By: Elise Hardy, Management Analyst
Tameka Usher, Administrative Services Director

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin to (A) Delete the Human Resources Technician I/II Classifications; (B) Approve Classifications and Allocations of One Human Resources Technician and One Senior Human Resources Technician; (C) Approve the Classification of Human Resources Assistant; and (D) Adopt a Revised Confidential Salary Schedule Effective June 14, 2025.

Background:
Following an internal promotion, the Human Resources Division currently has one (1) vacant Human Resources Technician I/II position. Despite ongoing recruitment efforts, the position remains unfilled. This challenge prompted staff to take a broader look at the division's staffing structure to identify opportunities to enhance service delivery and support long-term succession planning. As a result, staff recommends classification and compensation adjustments that realign specific duties and responsibilities and establish a framework for career growth and internal talent development.

The recommendations are as follows:

- Delete 1.0 encumbered FTE Human Resource Technician I/II and add 1.0 FTE Human Resources Technician, re-titling the encumbered position to a Human Resources Technician.
    - The Human Resources Technician is a journey level classification that will function similar to the Human Resources Technician II level.
- Delete 1.0 vacant FTE Human Resource Technician I/II and add 1.0 FTE Senior Human Resources Technician
    - The Senior Human Resources Technician is an advanced-journey classification developed to recognize advanced technical expertise in performing duties and responsibilities in areas such as leave management, risk management, and assisting with the City's safety program.

Staff recommends placing the Human Resources Technician at Range 20 ($63,241-$86,191) of the Confidential Salary Schedule, which is the current range for the Human Resources Technician II.

Staff recommends placing the Senior Human Resources Technician at Range 23 ($68,104-$92,819) of the Confidential Salary Schedule.

In addition, staff recommends adopting a classification and salary range for a Human Resources Assistant that is defined as a journey-level clerical position support Human Resources functions. Staff recommends placing the Human Resources Assistant at Range 14 ($54,533-$74,322) of the Confidential Salary Schedule.

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

In accordance with the City of Rocklin Employee/Employer Resolution, staff further recommends that the classification of Human Resources Assistant, Human Resources Technician, and Senior Human Resources Technician be placed in the Confidential employees' unit since the positions will have knowledge of, and regular access to, decisions affecting employer-employee relations.

Fiscal Impact:
There is no fiscal impact associated with creating the Human Resources Assistant and Senior Human Resources Technician classification or retitling the Human Resources Technician I/II to Human Resources Technician and Senior Human Resources Technician.

ATTACHMENTS:
1. Resolution
2. Confidential Salary Schedule

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO (A) DELETE THE HUMAN RESOURCES TECHNICAN I/II CLASSIFICATIONS; (B) APPROVE CLASSIFICATIONS AND ALLOCATIONS OF ONE HUMAN RESOURCES TECHNICIAN AND ONE SENIOR HUMAN RESOURCES TECHNICIAN; (C) APPROVE THE CLASSIFICATION OF HUMAN RESOURCES ASSISTANT; AND (D) ADOPT A REVISED CONFIDENTIAL SALARY SCHEDULE EFFECTIVE JUNE 14, 2025

WHEREAS, to support long-term succession planning, realign specific duties and responsibilities, and create a structured framework for career growth and the development of internal talent, it is recommended that the confidential job classifications of Human Resources Assistant, Human Resources Technician, and Senior Human Resources Technician be established; and

WHEREAS, the Administrative Services Department has conducted a review of the workload in the Human Resources Division (HR) and recommends deleting two, 1.0 full-time equivalent (FTE) Human Resources Technician I/II positions and replacing each of those deleted positions with one 1.0 FTE Human Resources Technician (re-titling the encumbered Human Resources Technician II) and 1.0 FTE Senior Human Resources Technician, and separately, approving the Human Resources Assistant; and

WHEREAS, HR recommends changes to the Salary Schedule for positions designated as Confidential (Confidential Salary Schedule) as follows: the Human Resources Assistant classification be placed on the Confidential Salary Schedule at Salary Range 14 ($54,533 - $74,322); the Human Resources Technician be placed at Salary Range 20 ($63,241 - $86,191); and the Senior Human Resources Technician be placed on the Confidential Salary Schedule at Salary Range 23 ($68,104 – $92,819).

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

Section 1. The Recitals set forth herein are incorporated by reference and the recommendations are hereby accepted and approved. Accordingly, effective June 14, 2025, the City Council approves deleting the two 1.0 FTE Human Resources Technician I/II positions; adopting allocations of one 1.0 FTE Human Resources Technician (renaming and replacing the encumbered classification of Human Resources Technician II) and one 1.0 FTE Senior Human Resources Technician in the Human Resources Division; and further approves the Human Resources Assistant classification.

Section 2. Effective June 14, 2025, the City Council approves and adopts the revised and updated Confidential Salary Schedule, which is revised to reflect the addition of salary schedules for the Human Resources Assistant, Human Resources Technician, and Senior Human Resources Technician confidential classifications.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CITY OF ROCKLIN
CONFIDENTIAL SALARY SCHEDULE
(Annual Salary)
Effective June 14, 2025

Classification	Range	1	2	3	4	5	6	7	8	9	10
Administrative Office Clerk	6	$ 44,758	$ 46,324	$ 47,945	$ 49,623	$ 51,360	$ 53,158	$ 55,018	$ 56,944	$ 58,937	$ 61,000
Communications Specialist	8	47,023	48,669	50,373	52,136	53,960	55,849	57,804	59,827	61,921	64,088
Administrative Office Assistant	11	50,639	52,411	54,246	56,144	58,109	60,143	62,248	64,427	66,682	69,016
Human Resources Assistant	14	54,533	56,441	58,417	60,461	62,578	64,768	67,035	69,381	71,809	74,322
Payroll Technician I	17	58,726	60,781	62,909	65,110	67,389	69,748	72,189	74,716	77,331	80,037
Departmental Administrative Specialist Deputy City Clerk Human Resources Technician Legal Secretary Payroll Technician II	20	63,241	65,455	67,746	70,117	72,571	75,111	77,740	80,461	83,277	86,191
Senior Human Resources Technician	23	68,104	70,488	72,955	75,508	78,151	80,886	83,717	86,647	89,680	92,819
Executive Assistant Executive Assistant to the City Manager Paralegal	24	69,806	72,250	74,778	77,396	80,105	82,908	85,810	88,813	91,922	95,139
Information Technology Analyst I	30	80,954	83,788	86,720	89,755	92,897	96,148	99,513	102,996	106,601	110,332
Information Technology Analyst II	34	89,358	92,486	95,723	99,073	102,541	106,130	109,844	113,689	117,668	121,786

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: At-Grade Railroad Roadway and Pedestrian Improvements Project Contract - First Amendment

Date: June 10, 2025

Submitted By: Kristen Van Groningen, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the First Amendment to the Kimley-Horn and Associates, Inc. Contract for Professional Engineering Services for the At-Grade Railroad Roadway and Pedestrian Improvements Project.

Background:
On June 25, 2024, the City Council approved a contract with Kimley-Horn and Associates, Inc. (KHA) for professional engineering services for the At-Grade Railroad Roadway and Pedestrian Improvements Project (Resolution No. 2024-159).

KHA was directed to perform preliminary design work on four locations where there is currently no pedestrian connectivity across the railroad tracks. The four locations are as follows:
1) Farron Street, 2) Del Mar Avenue, 3) Midas Avenue, and 4) Dominguez Road. As indicated in the project staff report when the City Council approved the original KHA contract, staff anticipated designing improvements for the Farron Street crossing first, and, provided there was sufficient funding remaining, the Del Mar Avenue crossing would also be included in the design phase. The City has now obtained federal funding to move forward with improvements to Farron Street and one other crossing, therefore the Del Mar Avenue crossing has been included in the project.

The completion of a Preliminary Environmental Study (PES) form is a federal funding requirement to help ensure National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA) compliance. When the City entered into the original contract with KHA for services related to this project it was not yet determined which additional environmental studies and assessments would be required by Caltrans.

Upon review of the PES form prepared for this project, Caltrans has determined the following additional studies and assessments are needed:

- Biological Resources Study
- Cultural Resources Studies
- Phase I Initial Site Assessment
- Phase II Initial Site Assessment
- Environmental Meetings and Coordination

Staff recommends approval of an amendment to the existing KHA contract in order to allow KHA to perform Caltrans required additional environmental studies and assessments.

Fiscal Impact:
The Original contract had a not to exceed amount of $561,865.11. The proposed contract amendment will increase the authorized contract amount by $44,882.95, for a total not to exceed amount of $606,748.06. Sufficient funds for this project (No. 50159) are available to support the recommended contract increase.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - First Amendment
3. Resolution Exhibit A - Attachment No. 1 - Scope of Work
4. Agreement with Kimley-Horn and Associates, Inc.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE KIMLEY-HORN AND ASSOCIATES, INC. CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AT-GRADE RAILROAD ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT

WHEREAS, the At-Grade Railroad Roadway and Pedestrian Improvements Project consists of providing safe, accessible paths of travel for pedestrians across multiple at-grade railroad crossings; and

WHEREAS, on June 24, 2024, the City Council adopted Resolution No. 2024-159 approving a contract with Kimley-Horn Associates, Inc. for professional engineering services; and

WHEREAS, City and Consultant desire to amend the Agreement to include additional environmental services in response to comments received from Caltrans on the Preliminary Environmental Study form, and to increase the not to exceed amount by $44,882.95 accordingly, making the new not to exceed amount $606,748.06; and

WHEREAS, the budget authorized for the At-Grade Railroad Roadway and Pedestrian Improvements Project has sufficient funds to support the total contract cost, including the amendment.

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 the first amendment to the Kimley-Horn and Associates, Inc. contract for professional engineering services in a form attached hereto as Exhibit A and by this reference incorporated herein.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROCKLIN AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AT-GRADE RAILROAD ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT

This First Amendment is entered into between the City of Rocklin ("City") and Kimley-Horn and Associates, Inc. ("Consultant").

R E C I T A L S

WHEREAS, City and Consultant have previously entered into an agreement on August 9, 2024, to provide for Professional Engineering Services ("Original Agreement") which was approved by the City Council of the City of Rocklin by Reso. No. 2024-159; and

WHEREAS, the Original Agreement had a not to exceed amount of $561,865.11;

WHEREAS, City and Consultant desire to amend the Agreement to include additional environmental services in response to comments received from Caltrans on the Preliminary Environmental Study form, and to increase the not to exceed amount by $44,882.95 accordingly, making the new not to exceed amount $606,748.06; and

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

NOW, THEREFORE, the Original Agreement is amended as follows:

I. ARTICLE V ALLOWABLE COSTS AND PAYMENTS

Section I. is amended to read "The total amount payable by LOCAL AGENCY, including the fixed fee, shall not exceed $606,748.06".

II. SCOPE OF WORK

The Scope of Work of the Original Agreement shall be amended to add the additional tasks and services in Attachment No. 1, attached hereto and incorporated herein by this reference.

III. REAFFIRMATION

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

IV. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between City and Kimley-Horn and Associates, Inc.

V. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

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

CITY OF ROCKLIN

Date:_____

_____
Aly Zimmermann, City Manager

Approved as to form:
MATTHEW McOMBER
City Attorney

By: _____
Crystal Hodgson, Assistant City Attorney

ATTEST:
City Clerk

By: _____
Avinta Singh, City Clerk

KIMLEY-HORN AND ASSOCIATES, INC.

Date: _____

By: _____

EXHIBIT A – ATTACHMENT NO. 1

Consultant will perform the following additional services in response to comments received from Caltrans on the Preliminary Environmental Study form:

Task 1. Biological Resources Study (Farron Street and Del Mar Avenue)

As a subconsultant to Kimley-Horn, Bargas Environmental Consulting ("Bargas") will prepare the following scope of work:

Literature Review
Prior to conducting field work, Bargas will complete a comprehensive review of pertinent databases and literature to preliminarily identify sensitive biological resources (e.g., vegetation, special-status species, and jurisdictional aquatic resources) that could occur at the Project sites. Database review will include but is not limited to Natural Resources Conservation Service soil survey data; California Department of Fish and Wildlife's California Natural Diversity Database; United States Fish and Wildlife Service ("USFWS") Information for Planning and Consultation; USFWS National Wetlands Inventory; and USFWS Online Critical Habitat Mapper. Historic and current aerial imagery available to Bargas will be evaluated during this initial review. The desktop analysis aims to identify sensitive biological resources on or immediately adjacent to the Project and plan for a site reconnaissance-level survey, which is discussed below.

On-Site Reconnaissance
A Bargas biologist will conduct a single on-site survey of the Project site (i.e., proposed crossing sites and up to a surrounding 100-feet) and to assess the following: existing vegetation communities, suitable habitat that may support special-status species; aquatic resources that may be under the jurisdiction of federal or state agencies; and the potential for other sensitive biological resources, such as nesting birds that could occur within or adjacent to the Project site. During the survey, plants and animal species observed or detected on-site will be recorded.
Results of the survey will be presented in the Biological Resources Technical Memorandum, described below.

Biological Resources Technical Memorandum
Based on the results of the desktop literature review and field survey results, a Bargas biologist will prepare a Biological Resources Technical Memorandum ("memo") for the Project.
Graphic(s) of the sites will be prepared and included in the memo to reflect biological resources, or lack thereof. The memo will evaluate and disclose the existing conditions within the site, discuss potential impacts to sensitive biological resources and special-status species, and identify the potential need for resource agency permits to implement the proposed Project. If applicable, the memo will also include a list of possible avoidance and minimization measures as well as potential mitigation recommendations.

Task 2. Cultural Resources Studies and Technical Reports (Farron Street and Del Mar Avenue)

Preparation of Area of Potential Effects Map
Bargas will prepare an Area of Potential Effects ("APE") map delineating the boundaries of the areas of direct and indirect effects. The draft APE map will be submitted to Caltrans and Kimley-Horn for review. Upon receiving comments, Bargas will prepare a revised draft APE map for a

final review. Should additional comments be received, Bargas will address and submit a final APE map to Caltrans.

Records Search and Literature Review
A cultural records search will be requested from the North Central Information Center ("NCIC") at California State University Sacramento. The NCIC is part of the California Historical Resources Information System ("CHRIS") and serves as the official repository for cultural resources records for Placer County. The records search will identify known cultural resources and previous investigations situated within a 1-mile search radius around the APE. In addition, the Built Environment Resources Directory will be reviewed to identify properties listed on or determined eligible for listing on the National Register of Historic Places ("NRHP") and the California Register of Historical Resources ("CRHR"). Historic-age maps and photographs will be reviewed to determine if there are historic-age (i.e., 50 years old or older) structures or features within the APE.

Sacred Lands File Search and Tribal Outreach
Bargas will request a search of the Sacred Lands File ("SLF") from the Native American Heritage Commission ("NAHC"). Upon receipt of the SLF search results, Bargas will conduct outreach to the tribal groups and representatives identified by the NAHC as having cultural affiliation to the geographic location of the APE, in coordination with the City and the Caltrans Archaeologist.
Outreach will be conducted to further identify the potential cultural sensitivity of the APE and vicinity. Outreach letters will be prepared and include a detailed project description, APE map, and request for information on known sensitive resources within or near the APE. Any responses received will be forwarded to the City and the Caltrans Archaeologist. Bargas will document all correspondence with the NAHC and local tribal groups and representatives in a correspondence log.

Archaeological Field Survey
Bargas will conduct an intensive-level pedestrian survey of the APE. The purpose of the pedestrian survey is to identify any as-yet undocumented cultural resources that may exist within the APE. During the pedestrian survey, a qualified archaeologist will carefully inspect the ground surface for evidence of archaeological artifacts and features, as well as document existing sediment types. The pedestrian survey will be conducted in 15-meter transects and will cover all accessible and undeveloped portions of the APE. Cultural resources are not anticipated to be encountered during the pedestrian survey.

Historic Property Survey Report and Archaeological Survey Report
Bargas will prepare a Historic Property Survey Report ("HPSR") and an Archaeological Survey Report ("ASR") in accordance with Caltrans' Standard Environmental Reference ("SER") Volume 2: Cultural Resources. The HPSR will include both the APE map and ASR as attachments. The HPSR will include a summary overview of the findings of the background research and pedestrian survey.

The ASR will provide a summary of the methods and results of the SLF search and Native American outreach, the CHRIS records search, and the pedestrian survey. The ASR will also provide recommendations for further work, as appropriate. The ASR will include a buried site sensitivity analysis to assess the potential of the APE to contain buried archaeological materials. The assessment will be based on a review of known resources within 1 mile, the mapped geologic sediments and topography within the APE, and proximity to precontact and historic- period sources of freshwater. The ASR will describe all cultural resources identified within the APE. The Native American correspondence log and associated documentation will be included as an

attachment to the ASR.

Findings of Effect Report
Bargas will prepare a Findings of Effect ("FOE") Report in accordance with Caltrans' SER Volume 2: Cultural Resources. The FOE Report will describe any historic properties (i.e., resources listed in or eligible for listing in the NRHP) identified within the APE, as documented in the HPSR and ASR, and include an assessment of effects to those resources from the proposed Project. Appropriate and feasible measures to avoid or mitigate adverse effects to historic properties will be identified. The FOE report will be appended to the HPSR.

Task 3: Phase I Initial Site Assessment ("ISA")

As a subconsultant to Kimley-Horn, Blackburn Consulting will prepare the following scope of work:

Blackburn will assess whether potential sources or indications of hazardous materials conditions are present at or adjacent to the Project. We will complete the ISA in accordance with ASTM E1527-21 "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process" requirements.

Records and Published Literature Review, Site Reconnaissance, and Owner Interview
- Discuss project and coordinate work with the project team.
- Review published literature regarding area geology and groundwater conditions.
- Review property information (i.e., title report, chain of title, etc.) as available.
- Conduct interviews with available people knowledgeable about the history of the sites to determine potential environmental liabilities.
- Conduct a site reconnaissance to observe current land use and indications of potential contamination by hazardous materials at or adjacent to the Sites. This will include documentation of areas showing evidence of surface staining; storage, dumping; handling and mixing areas for hazardous materials (such as pesticides and fuel products), and apparent locations of fuel tanks and wells.
- Complete an initial review of on-line regulatory databases such as the State Water Resources Control Board GeoTracker site and/or the Department of Toxic Substances Control (DTSC) EnviroStor site, to determine if known impacts and/or previous environmental work exists for the Sites.

Historical Research and Evaluation
- Review historical aerial photographic and topographic map coverage of the Sites for indications of sources for potential contamination.
- Review a commercial database including federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the Sites.
- Based on historical research, attempt to identify past and present operations conducted on or adjacent to Site to assess the potential for hazardous materials impacts.

Report Preparation
Prepare one draft and one final ISA report. The report will include:
- General site description.
- General geology, groundwater, and surface/subsurface conditions.
- Findings of our published literature reviews, owner interviews, site reconnaissance, historical evaluations, and regulatory records reviews.

- Location and general extent of known or suspected contamination on or adjacent to the Site.
- Recommendations for further investigation and analysis, if necessary.
- Limitations.
- Vicinity and Site Map.
- Appendices.

Task 4: PHASE II INITIAL SITE ASSESSMENT (PHASE II)

As a subconsultant to Kimley-Horn, Blackburn Consulting ("Blackburn") will prepare the following scope of work upon request of Caltrans:

The purpose of the Phase II is to determine whether potential hazardous materials are present at the acquisition parcel at concentrations that require construction mitigation recommendations and/or soil management. We will perform the Phase II in general accordance with ASTM E1903-19 "Standard Practice for Environmental Site Assessment: Phase II Environmental Site Assessment Process".

This scope of work was prepared based on reviews of the project area, current site development, aerial photographs, and the GeoTracker database. The scope may change depending on the findings of the ISA. Blackburn identified:

- **Union Pacific Railroad ("UPRR") railroad crossings at Farron Street and Delmar Avenue.**
  Soil near the railroad tracks may be impacted by former railroad operations. Potential contaminants commonly include petroleum hydrocarbons, heavy metals, and pesticides/herbicides.

  Recommendation: Assessment of shallow soil within the City of Rocklin (City) right-of- way adjacent to Farron Street and Delmar Avenue within the Project limits.

- **5476 Pacific Street.**
  The site is currently SpeeDee Oil Change and is located at the corner of Farron Street and Pacific Street by the Farron Street crossing. GeoTracker records identified the site as the Bobby Hunt property and document two underground storage tanks (USTs) [one 500-gallon leaded gasoline and one 1,000-gallon diesel], were removed from the site in January 1989. The USTs were removed, and confirmation soil samples were collected. Total petroleum hydrocarbons as gasoline were reported at 6,400 milligrams per kilogram in a sample identified as "Sample 1, Tank #1, 9' Center North". The report did not specify if the 9' measurement was a distance or depth below ground surface. A case closure letter was issued in February 1989. A second phase of work was completed in February 1991 to evaluate a stockpile and surface staining.

  Recommendation: No further investigation. If Project plans change, however, and ROW acquisition will occur at this site, we recommend soil and groundwater testing within the acquisition area. Blackburn will advise if the ISA findings indicate additional investigation is warranted. Blackburn will provide a scope and fee any additional work.

To complete the Phase II, Blackburn will complete the following tasks.

Project Coordination, Document Review, Site Visit, and USA Notification
Blackburn will:

- Review project plans with the Project team.
- Prepare a limited health and safety plan for site investigation.
- Obtain applicable City and/or County permits. This scope assumes all permits to enter (PTE) will be provided to Blackburn.
- Obtain a City Encroachment permit. This scope assumes the City will waive permit fees.
- Visit the site to mark boring locations for Underground Services Alert (USA) notification.
- Retain an underground utility search company to conduct a ground penetrating radar (GPR) survey.

Soil Sampling
Blackburn's engineer or geologist will complete the following tasks at each UPRR railroad crossing Site:

- Sample up to 4 locations near each railroad crossing (8 locations total). The boring locations are currently proposed outside of the UPRR ROW but within Project limits at each street crossing. If UPRR grants access and permits sampling within their ROW, we will locate the borings at the nearest location to the tracks that UPRR will allow.
- Use a Photoionization Detector (PID) to monitor boreholes during subsurface exploration.
- Collect two discrete samples in each boring, one each from 0 to 6 inches and 3 to 3.5 feet below ground surface, or until practical refusal at each sample location with hand auger equipment.
- Place the samples in labeled glass jars, place the jars in a cooled ice chest, and deliver them to a California-certified analytical laboratory under continuous chain-of-custody documentation.
- Clean sampling equipment with an Alconox wash solution and a distilled water rinse between each sample location.
- Discharge wash and rinse water to the ground surface.
- Backfill hand auger borings with cuttings.

Laboratory Testing

- The analytical lab will test up to eight soil samples from the UPRR hand auger borings for:
- TPH gasoline/diesel/motor oil by EPA Method 8015M.
- Title 22 Metals by EPA method 6010B/7000.
- Chlorinated Herbicides by EPA Method 8151.
- Laboratory quality assurance will consist of method blanks and spiked samples.

Phase II Report
We will review the test results, perform statistical analysis of the results, and prepare a Phase II Report (one draft and one final) containing the following:

- Site description.
- Subsurface conditions.
- Analytical laboratory test results.
- Site plan showing approximate boring locations.
- Boring logs.
- Soil sampling procedure.
- Conclusions and recommendations.
- Report limitations.
- Vicinity map and site map with sampling locations.

Task 5: Environmental Coordination

This task includes up to 20 hours of meeting and coordination time for the processing of the biological and cultural reports through Caltrans.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

Consultant will perform the Scope of Services within a mutually agreed upon schedule between Consultant and Client, in accordance with the overall project schedule.

For the services set forth above, Client shall pay Consultant the following compensation:

Task 1: Biological Resources Studies	$4,500
Task 2: Cultural Resources Studies	$16,700
Task 3 Phase I Initial Site Assessment (ISA)	$13,220
Task 4: Phase II Initial Site Assessment (Phase II)	$22,494
Task 5: Environmental Meetings and Coordination	$5,560
Subtotal	$62,474
Less Previously Approved Bargas Scope	-$17,591.05
Total Additional Fee	**$44,882.95**

EXHIBIT 10-R

Professional Services Agreement between the
City of Rocklin and Kimley-Horn and Associates, Inc.

**Professional Engineering Services for the
At-Grade Railroad Roadway and Pedestrian Improvements Project**

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
Kimley-Horn and Associates, Inc.
Incorporated in the State of North Carolina

The Project Manager for the "CONSULTANT" will be Kevin Aguigui

The name of the "LOCAL AGENCY" is as follows:
City of Rocklin

The Contract Administrator for LOCAL AGENCY will be Hunter Young, City Engineer/Deputy Director of Community Development

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated May 28, 2024. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment No. 1 and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds

LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT 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 LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

Subject to the terms and conditions set forth in this AGREEMENT, CONSULTANT shall provide to the CITY the services described in the Scope of Work attached as Attachment 2. CONSULTANT shall provide the services at the time, place and in the manner specified in Attachment 2. CONSULTANT shall not be compensated for services outside the scope of Attachment 2 unless prior to the commencement of the services: (a) CONSULTANT notifies the CITY and CITY agrees the services are outside the scope of Attachment 2; (b) CONSULTANT 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.

CONSULTANT shall perform all services required pursuant to this AGREEMENT according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. CONSULTANT shall assign only competent personnel to perform services pursuant to this AGREEMENT. In the event that CITY, in its sole discretion, at any time during the term of this AGREEMENT, requests in writing the reassignment of any such persons to ensure CONSULTANT performs services in accordance with the Standard of Performance, CONSULTANT shall, immediately upon receiving CITY's request, reassign such persons.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on June 25, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2028, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $39,450.57. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Agency: City of Rocklin
Contract Admin: Hunter Young
3970 Rocklin Road, Rocklin, CA 95677

I. The total amount payable by LOCAL AGENCY, including the fixed fee, shall not exceed $561,865.11.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

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

D. In the event of termination, CONSULTANT shall be compensated as provided for in this

AGREEMENT, based on the work performed up to the point of termination. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this

AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective

amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, 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 CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or

potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred

thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the

Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible

to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 16.0% Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants
After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.

3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:

    - One or more above listed justifiable reasons along with supporting documentation
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants
After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:

    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment

- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

    - Name and business address of each 1st-tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment)*

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly

submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.

The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to

business.support.unit@dot.ca.gov with a copy to local administering agencies.
For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

A. CONSULTANT agrees to have and maintain, at its own cost and expense, 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 CONSULTANT, 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.

Minimum Scope and limit of Insurance

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

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

3. ***Workers' Compensation*** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee

is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

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

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

B. Other Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions

issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to

make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT
The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

1. The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

2. The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

a. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:\

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

B. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the

benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES
KEVIN AGUIGUI, Project Manager
1300 CLAY STREET, SUITE 900
Oakland, CA 94612

LOCAL AGENCY:

CITY OF ROCKLIN
HUNTER YOUNG, Contract Administrator
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF ROCKLIN

Aly Zimmermann, City Manager

Date: 08/09/24

KIMLEY-HORN AND ASSOCIATES, INC.

Randy Durrenberger, Sr. Vice President

Date: 6/4/2024

ATTEST:

Avinta Singh, City Clerk

Date: 8/13/2024

APPROVED AS TO FORM

~~Matthew McOmber, City Attorney~~
Daniel Cucchi, Acting Asst. City Attorney

Date: 8/6/24

Attachments

1. Cost Proposal
2. Scope of Work

CITY OF ROCKLIN

At-Grade Railroad Roadway and Pedestrian Improvements Project
Federal Project No. STPL-5095 (028)
Farron Street and Delmar Avenue Crossings

		Kimley-Horn and Associates, Inc.																	
	Name	Kevin Aguigui	Elbert Chang	John Pulliam	Peter Meyerhofer	Lauren Jumanan	Taylor Brown	Robert Paderna	Tim Miller	Tyler Whaley	Alex Jewell	Sr. Professional II	Sr. Professional I	Professional	Analyst II	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
	Category/Title	Project Manager	QC/QA	QC/QA	Principal-in-Charge	Task Lead	Task Lead	Task Lead	Task Lead	Task Lead	Task Lead								
	Direct Rate	$129.90	$104.62	$104.82	$92.50	$68.70	$49.52	$84.86	$76.74	$84.38	$85.24	$100.58	$75.44	$64.62	$51.94	$44.04	$46.70		
Task 1	**Project Management and Coordination**	32	0	0	4	0	0	0	0	0	0	0	16	8	24	0	16	100	$ 8,244.56
1.1	Project Management and Coordination	32			4								16	8	24		16	100	$ 8,244.56
Task 2	**Utility Coordination**	4	0	0	0	24	64	0	0	0	0	0	0	16	0	16	0	124	$ 7,076.24
2.1	Utility Coordination	4				24	48							16				92	$ 5,579.28
2.2	Field Utility Locating and Marking						8									8		16	$ 748.48
2.3	Potholing (up to four six-for utility locating)						8									8		16	$ 748.48
Task 3	**Preliminary Engineering (35% Concept Design)**	8	0	0	0	28	48	18	0	8	0	0	8	0	80	8	4	210	$ 12,840.12
3.1	Topographic Survey and Base Mapping					4	8								16	8		36	$ 1,854.32
3.2	Lighting Analysis	4						10							24			38	$ 2,614.76
3.3	35% Concept design	4				24	40	8		8			8		40		4	136	$ 8,371.04
Task 4	**Environmental**	10	0	0	0	0	0	0	0	0	28	0	0	0	0	70	0	108	$ 6,768.52
4.1	Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map	2									4					40		46	$ 2,362.36
4.2	Technical Work Study Program	2									4					6		12	$ 865.00
4.3	CEQA and NEPA Compliance	2									4					20		26	$ 1,481.56
4.4	Environmental Meetings and Coordination	2									12							14	$ 1,282.68
4.5	Biological Resources Assessment	1									2					2		5	$ 388.46
4.6	Cultural Resources Reports	1									2					2		5	$ 388.46
Task 5	**Community Engagement**	0	0	0	0	0	0	8	0	0	0	32	0	0	0	0	4	44	$ 4,084.24
5.1	Community Engagement							8				32					4	44	$ 4,084.24
Task 6	**Right of Way Engineering**	0	0	0	0	8	32	0	0	0	0	0	8	0	0	0	8	56	$ 3,111.36
6.1	TCEs and PTECs (UPRR R/W)					8	32						8				8	56	$ 3,111.36
Task 7	**Plans, Specifications, and Estimate (PS&E)**	36	10	14	4	112	240	36	28	72	0	0	88	64	32	284	32	1052	$ 64,856.56
7.1	65% Design	8	2	4	2	36	88	8	8	24			40	16	16	100	12	364	$ 21,848.56
7.2	95% Design	8	6	6		52	104	24	16	32			32	16	16	120	12	444	$ 27,107.20
7.4	100% Design	4	2	4	2	24	48	4	4	16			16			48	8	180	$ 11,049.92
7.5	Railroad Preemption	16												32		16		64	$ 4,850.88
Task 8	**UPRR and CPUC Coordination**	36	0	0	0	70	112	0	0	0	0	0	0	0	0	32	0	250	$ 16,440.92
8.1	UPRR and CPUC Coordination	16				40	40									16		112	$ 7,511.84
8.2	Field Diagnostic Meetings	14				8	24											46	$ 3,556.68
8.3	GO 88-B Preparation and Coordination	4				4	20									16		44	$ 2,489.44
8.4	Other Coordination	2				18	28											48	$ 2,882.96
	TOTAL HOURS	126	10	14	8	242	496	62	28	80	28	32	120	88	136	410	64	1944	
	Subtotal Direct Labor:	$16,367.40	$1,046.20	$1,467.48	$740.00	$16,625.40	$24,561.92	$5,261.32	$2,148.72	$6,750.40	$2,386.72	$3,218.56	$9,052.80	$5,686.56	$7,063.84	$18,056.40	$2,988.80		$ 123,422.52
	Escalation																		$10,050.34
196.54%	Overhead (196.54% includes FCCM of 0.97%)																		$ 262,327.57
	Subtotal Labor & Overhead:																		$ 395,800.43
10%	Fee - Fee is not charged on the FCCM portion of the ICR																		$ 39,450.57
	Subtotal Labor, Overhead & Fee:																		$ 435,251.00
	Other Direct Costs																		$ 126,614.11
	Travel/Mileage																		$ 300.00
	Outside Printing																		$ 250.00
	Fed-Ex/Courier/Overnight Delivery																		$ 150.00
	Bargas (DBE)																		$ 17,591.05
	BESS Testlab																		$ 30,019.78
	Parikh (DBE)																		$ 24,572.60
	Unico (DBE)																		$ 49,930.68
	Wiltec - Traffic Counts (DBE)																		$ 3,800.00
	TOTAL COST:																		$ 561,865.11

REVISED: 5/28/2024

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. STPL-5095 (028) Contract No. _____ Date 5/28/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Aguigui, Kevin	126	$129.90	$ 16,367.40
QC/QA	Chang, Elbert	10	$104.62	$ 1,046.20
QC/QA	Pulliam, John	14	$104.82	$ 1,467.48
Principal-in-Charge	Meyerhofer, Peter	8	$92.50	$ 740.00
Task Lead	Jumanan, Lauren	242	$68.70	$ 16,625.40
Task Lead	Brown, Taylor	496	$49.52	$ 24,561.92
Task Lead	Paderna, Robert	62	$84.86	$ 5,261.32
Task Lead	Miller, Timothy	28	$76.74	$ 2,148.72
Task Lead	Whaley, Tyler	80	$84.38	$ 6,750.40
Task Lead	Jewell, Alex	28	$85.24	$ 2,386.72
Sr. Professional II	TBD	32	$100.58	$ 3,218.56
Sr. Professional I	TBD	120	$75.44	$ 9,052.80
Professional	TBD	88	$64.62	$ 5,686.56
Anayst II	TBD	136	$51.94	$ 7,063.84
Analyst I	TBD	410	$44.04	$ 18,056.40
Project Support	TBD	64	$46.70	$ 2,988.80

LABOR COSTS

a) Subtotal Direct Labor Costs $ 123,422.52

b) Anticipated Salary Increases (see Anticpated Salary Increases page for calculation) $ 10,050.34

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 133,472.86**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ -

f) FCCM (Rate: 0.97%) g) FCCM [(c) x (f) $ 1,294.69

h) Overhead (Rate: 195.57%) i) Overhead [(c) x (h)] $ 261,032.88

j) **TOTAL INDIRET COSTS** [(e) + (g) + (i)] **$ 262,327.57**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (e) + (i)* fixed fee 10%] **$ 39,450.57**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quatity	Unit	Unit Cost	Total
Travel/Mileage			$0.00	$ 300.00
Outside Printing			$0.00	$ 250.00
Fed-Ex/Courier/Overnight Delivery			$0.00	$ 150.00
Wiltec - Traffic Counts (DBE)			$0.00	$ 3,800.00

l) **TOTAL OTHER DIRECT COSTS** **$ 4,500.00**

m) **SUBCONSULTANTS' COSTS**

Subconsultant 1:	Bargas (DBE)	$ 17,591.05
Subconsultant 2:	BESS Testlab	$ 30,019.78
Subconsultant 3:	Parikh (DBE)	$ 24,572.60
Subconsultant 4:	Unico (DBE)	$ 49,930.68

(m) TOTAL SUBCONSULTANS' COSTS **$ 122,114.11**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 126,614.11**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 561,865.11**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
	$ 123,422.52	/	1944	=	$63.49	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$63.49	+	5.5%	=	$66.98	Year 2 Avg Hourly Rate
Year 2	$66.98	+	5.5%	=	$70.66	Year 3 Avg Hourly Rate
Year 3	$70.66	+	5.5%	=	$74.55	Year 4 Avg Hourly Rate
Year 4	$74.55	+	5.5%	=	$78.65	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	0.00%	*	1944	=	0	Estimated Hours Year 1
Year 2	65.00%	*	1944	=	1263.6	Estimated Hours Year 2
Year 3	25.00%	*	1944	=	486	Estimated Hours Year 3
Year 4	10.00%	*	1944	=	194.4	Estimated Hours Year 4
Year 5	0.00%	*	1944	=	0	Estimated Hours Year 5
Total	100%		Total	=	1944	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$63.49	*	0	=	$0.00	Estimated Hours Year 1
Year 2	$66.98	*	1263.6	=	$84,636.99	Estimated Hours Year 2
Year 3	$70.66	*	486	=	$34,343.09	Estimated Hours Year 3
Year 4	$74.55	*	194.4	=	$14,492.78	Estimated Hours Year 4
Year 5	$78.65	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$133,472.86	
Direct Labor Subtotal before escalation	=	$123,422.52	
Estimated total of Direct Labor Salary Increase	=	**$10,050.34**	Transfer to Page 1

Period 1 = Contract inception through 6/30/24 Period 2 = 7/1/24 through 6/30/25
Period 3 = 7/1/25 through 6/30/26 Period 4 = 7/1/26 through 6/30/27 Period 5 = 7/1/27 through 6/30/28

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz

Title*: Vice President

Signature: Anthony Podegracz

Date of Certification (mm/dd/yyyy): 5/28/2024

Email: anthony.podegracz@kimley-horn.com

Phone Number: 510-625-0712

Address: 1300 Clay Street, Suite 900, Oakland, CA 94612

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Bargas Environmental Consulting, LLC

Project No. STPL-5095 (028) Contract No. _____ Date 5/21/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	L. Arias	18.00	$ 53.85	$ 969.30
Scientist IV	A. Hallock	64.00	$ 35.70	$ 2,284.80
Scientist II	K. Sage	8.00	$ 24.00	$ 192.00
GIS	D. Baumbach	21.00	$ 40.00	$ 840.00
Principal	J. Benn	4.00	$ 55.29	$ 221.16
Scientist IV	D. Baumbach	6.00	$ 40.00	$ 240.00
Scientist II	S. Johnson	26.00	$ 27.50	$ 715.00
Technical Editor	L. Nations	8.00	$ 33.00	$ 264.00
Project Coordinator	T. Clarke	0.50	$ 27.60	$ 13.80
Principal	TBD		$ 64.34	$ -
Senior Scientist	TBD		$ 59.31	$ -
Scientist VI	TBD		$ 51.12	$ -
Scientist V	TBD		$ 44.75	$ -
Scientist IV	TBD		$ 39.37	$ -
Scientist III	TBD		$ 33.75	$ -
Scientist II	TBD		$ 30.00	$ -
Scientist I	TBD		$ 25.00	$ -
Project Coordinator IV	TBD		$ 28.75	$ -
Project Coordinator III	TBD		$ 26.15	$ -
Project Coordinator II	TBD		$ 23.30	$ -
Project Coordinator I	TBD		$ 21.25	$ -
GIS Manager	TBD		$ 50.43	$ -
GIS Specialist	TBD		$ 42.00	$ -
GIS Technician	TBD		$ 30.50	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 5,740.06

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 5,740.06**

INDIRECT COSTS

d) Fringe Benefits (Rate: 53.18%) e) Total Fringe Benefits [(c) x (d)] $ 3,052.56

f) Overhead (Rate: 108.31%) g) Overhead [(c) x (f)] $ 6,217.06

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 9,269.62**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 1,500.97**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Mileage Reimbursement	120	MI	$0.67	$ 80.40
NCIC Record Search Fee	1	LS	$1,000.00	$ 1,000.00

l) **TOTAL OTHER DIRECT COSTS** **$ 1,080.40**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 1,080.40**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 17,591.05**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 5,740.06	/	156	=	$36.91	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$36.91	+	5%	=	$38.76	Year 2 Avg Hourly
Year 2	$38.76	+	5%	=	$40.70	Year 3 Avg Hourly
Year 3	$40.70	+	5%	=	$42.73	Year 4 Avg Hourly Rate
Year 4	$42.73	+	5%	=	$44.87	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	155.5	=	155.5	Estimated Hours Year 1
Year 2	0.00%	*	155.5	=	0	Estimated Hours Year 2
Year 3	0.00%	*	155.5	=	0	Estimated Hours Year 3
Year 4	0.00%	*	155.5	=	0	Estimated Hours Year 4
Year 5	0.00%	*	155.5	=	0	Estimated Hours Year 5
Total	100%		Total	=	155.5	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$36.91	*	155.5	=	$5,740.06	Estimated Hours Year 1
Year 2	$38.76	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$40.70	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$42.73	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$44.87	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$5,740.06	
Direct Labor Subtotal before escalation	=	$5,740.06	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

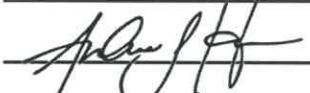
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Andrew Hernandez, MBA Title*: Director

Signature:  Date of Certification (mm/dd/yyyy): 5/21/2024

Email: ahernandez@bargasconsulting.com Phone Number: (714) 365-8236

Address: 3604 Fair Oaks Blvd., Suite 180, Sacramento, CA 95864

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Biological and Cultural Resources Consulting

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant BESS Testlab Inc.

Project No. STPL-5095 (028) Contract No. _____ Date 5/21/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Felix Alvarez*	8	$62.50	$ 500.00
Project Coordination/ Admin	Neyda Gomez	8	$28.00	$ 224.00
Utility Foreman	Jaime Carranza**	12	$45.82	$ 549.84
Air-Vac Operator	Gibson Falepouono**	9	$52.60	$ 473.40
Air-Vac Operator (OT)	Gibson Falepouono**	1	$68.38	$ 68.38
Air-vac Helper	Alejandro Landeros (apprentice)**	8	$29.00	$ 232.00
Restoration Technician	Cristian Saucedo**	8	$36.25	$ 290.00
Traffic Control Technician	Juan Jardon**	24	$36.25	$ 870.00
Utility Locator	Juan Bugarin**	16	$45.82	$ 733.12
Adriana Rubio	Report Technician	4	$28.00	$ 112.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 4,052.74

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ 101.32

c) **Total Direct Labor Costs** [(a) + (b)] **$ 4,154.06**

INDIRECT COSTS

d) Fringe Benefits (Rate: 28.14%) e) Total Fringe Benefits [(c) x (d)] $ 1,168.95

f) Overhead (Rate: 95.46%) g) Overhead [(c) x (f) $ 3,965.46

h) General and Administrative (Rate: 47.74%) i) Gen & Admin [(c) x (h)] $ 1,983.15

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 7,117.56**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 1,127.16**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Vacuum Excavator- Air	8	HR	$185.00	$ 1,480.00
Dump Fee	1	EA	$1,100.00	$ 1,100.00
Backfill Material	4	EA	$115.00	$ 460.00
Utility Locator w/ GPR & EM equipment with Truck	8	HR	$38.00	$ 304.00
Dump Truck w/ restoration Equimpent	8	HR	$75.00	$ 600.00
Traffic Control Arrow Board Truck w/ Cones ect.	16	HR	$67.00	$ 1,072.00
Traffic Control Plans	2	EA	$450.00	$ 900.00
UPRR Rail Pro Flagger- Cost+ 10% (Allowance)	1	DAY	$475.00	$ 950.00
UPRR Encroachment Permit- Cost+10% (Allowance)	1	L/S	$3,250.00	$ 6,500.00
City Encroachment Permit- Cost+10% (Allowance)	1	L/S	$1,255.50	$ 3,500.00
Air-Vac Mobilization Fee	1	HR	$299.00	$ 299.00
1 Person Utility Truck Mobilization Fee	4	HR	$114.00	$ 456.00

l) **TOTAL OTHER DIRECT COSTS** **$ 17,621.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 17,621.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 30,019.78**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
	$ 4,052.74	/	98	=	$41.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$41.35	+	5%	=	$43.42	Year 2 Avg Hourly
Year 2	$43.42	+	5%	=	$45.59	Year 3 Avg Hourly
Year 3	$45.59	+	5%	=	$47.87	Year 4 Avg Hourly Rate
Year 4	$47.87	+	5%	=	$50.27	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	98	=	49	Estimated Hours Year 1
Year 2	50.00%	*	98	=	49	Estimated Hours Year 2
Year 3	0.00%	*	98	=	0	Estimated Hours Year 3
Year 4	0.00%	*	98	=	0	Estimated Hours Year 4
Year 5	0.00%	*	98	=	0	Estimated Hours Year 5
Total	100%		Total	=	98	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$41.35	*	49	=	$2,026.37	Estimated Hours Year 1
Year 2	$43.42	*	49	=	$2,127.69	Estimated Hours Year 2
Year 3	$45.59	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$47.87	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$50.27	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$4,154.06	
Direct Labor Subtotal before escalation	=	$4,052.74	
Estimated total of Direct Labor Salary Increase	=	**$101.32**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Felix Alvarez Title*: Project Manager

Signature: Felix Alvarez Date of Certification (mm/dd/yyyy): 5/21/2024

Email: falvarez@besstestlab.com Phone Number: (510)731-4214

Address: 2463 Tripaldi Way, Hayward CA, 95454

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Utility Coordination

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant PARIKH CONSULTANTS., INC.

Project No. STPL-5095 (028) Contract No. _____ Date 5/20/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	TBD	2	$113.88	$ 227.76
Sr. Project Engineer/QA QC Manager	TBD	3	$82.53	$ 247.59
Sr. Project Engineer/Geologist	TBD	15	$76.23	$ 1,143.45
Sr. Staff Engineer/PE	TBD	28	$50.00	$ 1,400.00
Field Engineer/Geologist	TBD	8	$57.05	$ 456.40
Lab Technician	TBD	8	$35.02	$ 280.16

LABOR COSTS

a) Subtotal Direct Labor Costs $ 3,755.36

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ 93.88

c) **Total Direct Labor Costs** [(a) + (b)] **$ 3,849.24**

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.19%) e) Total Fringe Benefits [(c) x (d)] $ 1,662.49

f) Overhead (Rate: 129.18%) g) Overhead [(c) x (f) $ 4,972.45

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 6,634.94**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 1,048.42**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Encroachment Permit	1	event	$1,000.00	$ 1,000.00
Drilling/coring Mob/Demob	2	hour	$500.00	$ 1,000.00
Drilling/coring per shift	1	shift	$2,500.00	$ 2,500.00
Grouting/sealing core holes	4	per core	$10.00	$ 40.00
Traffic control per shift	1	per shift	$2,500.00	$ 2,500.00
Geocon Inc. ADL Testing (combine work with all 4 sites, prorated costs only for 2 sites).	1	per task	$6,000.00	$ 6,000.00

l) **TOTAL OTHER DIRECT COSTS** **$ 13,040.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 13,040.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 24,572.60**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 3,755.36	/	128	=	$29.34	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$29.34	+	5%	=	$30.81	Year 2 Avg Hourly
Year 2	$30.81	+	5%	=	$32.35	Year 3 Avg Hourly
Year 3	$32.35	+	5%	=	$33.96	Year 4 Avg Hourly Rate
Year 4	$33.96	+	5%	=	$35.66	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	128	=	64	Estimated Hours Year 1
Year 2	50.00%	*	128	=	64	Estimated Hours Year 2
Year 3	0.00%	*	128	=	0	Estimated Hours Year 3
Year 4	0.00%	*	128	=	0	Estimated Hours Year 4
Year 5	0.00%	*	128	=	0	Estimated Hours Year 5
Total	100%		Total	=	128	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$29.34	*	64	=	$1,877.68	Estimated Hours Year 1
Year 2	$30.81	*	64	=	$1,971.56	Estimated Hours Year 2
Year 3	$32.35	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$33.96	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$35.66	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$3,849.24	
Direct Labor Subtotal before escalation	=	$3,755.36	
Estimated total of Direct Labor Salary Increase	=	**$93.88**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: GARY PARIKH Title*: SEN. PRINCIPAL

Signature:  Date of Certification (mm/dd/yyyy): 5/20/2024

Email: gparikh@parikhnet.com Phone Number: 408-595-2525

Address: 3050 Fite Circle, Suite 202, Sacramento, Ca 95827

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant UNICO Engineering

Project No. STPL-5095 (028) Contract No. _____ Date 5/28/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager	Rob Markes	5	$88.00	$ 440.00
Drafter	Staff	0	$32.00	$ -
Senior Land Surveyor	Ryan Ming	26	$70.35	$ 1,829.10
Land Surveyor	Todd Jordan	4	$53.00	$ 212.00
Land Surveyor	Roy Porter	24	$40.50	$ 972.00
Party Chief	Staff	32	$85.47	$ 2,735.04
Rodman	Staff	24	$78.00	$ 1,872.00
Survey Technician	Staff	24	$32.00	$ 768.00
Resident Engineer	Lacey Smith	40	$90.00	$ 3,600.00
Assistant Resident Engineer	Staff	60	$64.00	$ 3,840.00
Construction Inspector	Staff	20	$65.00	$ 1,300.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 17,568.14

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 17,568.14**

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] $ -

f) Overhead (Rate: 144.92%) g) Overhead [(c) x (f) $ 25,459.75

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 25,459.75**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 4,302.79**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Title Reports	4		$650.00	$ 2,600.00
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 2,600.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 2,600.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 49,930.68**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
	$ 17,568.14	/	139	=	$126.39	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$126.39	+	5%	=	$132.71	Year 2 Avg Hourly
Year 2	$132.71	+	5%	=	$139.34	Year 3 Avg Hourly
Year 3	$139.34	+	5%	=	$146.31	Year 4 Avg Hourly Rate
Year 4	$146.31	+	5%	=	$153.63	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	139	=	139	Estimated Hours Year 1
Year 2	0.00%	*	139	=	0	Estimated Hours Year 2
Year 3	0.00%	*	139	=	0	Estimated Hours Year 3
Year 4	0.00%	*	139	=	0	Estimated Hours Year 4
Year 5	0.00%	*	139	=	0	Estimated Hours Year 5
Total	100%		Total	=	139	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$126.39	*	139	=	$17,568.14	Estimated Hours Year 1
Year 2	$132.71	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$139.34	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$146.31	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$153.63	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$17,568.14	
Direct Labor Subtotal before escalation	=	$17,568.14	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 5/28/2024

Email: cesar@unicoengineering.com Phone Number: 530.903.9023

Address: 80 Blue Ravine Road Suite 250 Folsom, CA 95630

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Survey and Constructability Review

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Rocklin 2. Contract DBE Goal: 16%

3. Project Description: Pedestrian and roadway improvements at various at-grade railroad crossings.

4. Project Location: Railroad crossings at: Farron & Del Mar Ave

5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: $561,865.11

8. Total Dollar Amount for **ALL** Subconsultants: $125,914.11 9. Total Number of **ALL** Subconsultants: 5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Biological and cultural	41165	Bargas Environmental Consulting, LLC 3604 Fair Oaks Bl Ste.180 Sacramento, CA, 95864 Angela DePaoli, 916-993-9218	$17,591.05
Hazmat	20259	PARIKH Consultants, Inc. 1497 N Milpitas Blvd Milpitas, CA 95035 David Wang, 408-452-9000	$18,572.60
Surveying, plats and legals, constructability review	41342	UNICO Engineering, Inc. 80 Blue Ravine Rd Ste 250 Folsom, CA 95630 Cesar Montes de Oca, 916-900-6623	$49,930.68
Data collection, traffic counts	8440	WILTEC, Inc. 596 N Lake Ave, Ste 301 Pasadena, CA 91101 Moses Wilson, 626-564-1944	$3,800
		14. TOTAL CLAIMED DBE PARTICIPATION	**$89,894.33**
			16.00%

Local Agency to Complete this Section

20. Local Agency Contract Number: N/A

21. Federal-Aid Project Number: STPL-5095 (028)

22. Contract Execution Date: 25 June 2024

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

Andrew Shaw Digitally signed by Andrew Shaw Date: 2024.06.04 15:56:51 -07'00' — 4 June 2024
23. Local Agency Representative's Signature — 24. Date

Andrew Shaw — 916-625-5147
25. Local Agency Representative's Name — 26. Phone

Associate Civil Engineer
27. Local Agency Representative's Title

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature — 5/28/24 16. Date

Randy Durrenberger, P.E. — 510.350.0239
17. Preparer's Name — 18. Phone

Sr. Vice President
19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

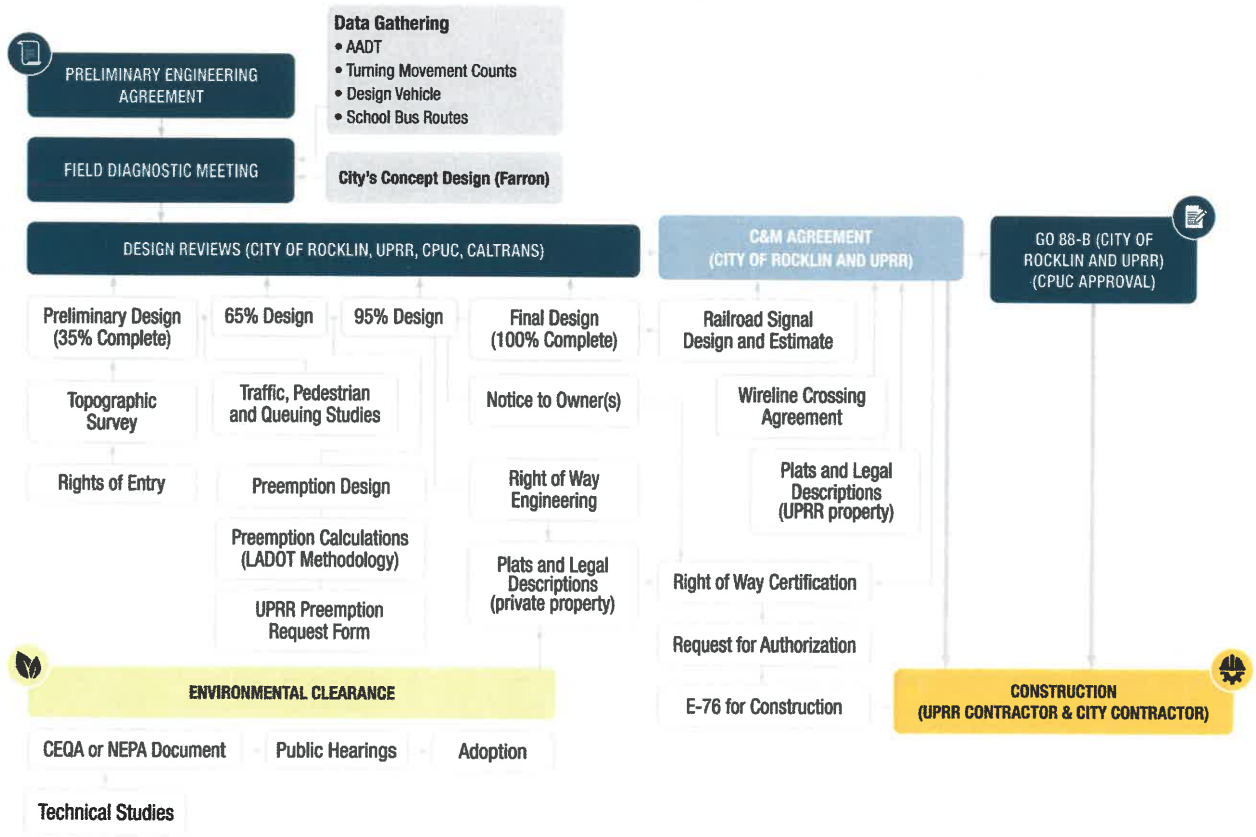
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Scope of Work

The following section outlines our team's detailed Scope of Work which includes the following tasks.

- **Task 1 -** Project Management and Coordination
- **Task 2 -** Utility Coordination
- **Task 3 -** Preliminary Engineering (35% Concept Design)
- **Task 4 -** Environmental
- **Task 5 -** Public Engagement
- **Task 6 -** Right-of-Way Engineering
- **Task 7 -** Plans, Specifications, and Estimate (PS&E)
- **Task 8 -** UPRR and CPUC Coordination
- **Task 9 -** Bidding and Construction Support

The figure below presents the work flow that our team has followed for similar grade crossing projects that are federally funded involving Caltrans Local Programs.



Task 1 - Project Management and Coordination

Kimley-Horn will be responsible for providing all contract management and quality control services throughout the duration of the project. Following receipt of Notice to Proceed (NTP), Kimley-Horn will schedule a project kick-off meeting with the City to discuss project goals, objectives, tasks, roles, and responsibilities. Kimley-Horn will prepare meeting agenda and meeting materials. Kimley-Horn will also prepare meeting notes capturing action items and key next steps.

Kimley-Horn will schedule and facilitate status meetings with the City to discuss the project progress, schedule, present design options, review alternatives, and document decisions and risks. These meetings will be held once a month for the duration of the project.

Task 1 Deliverables

- Project schedule and updates
- Meeting agendas and minutes for all design, coordination, and status meetings

Task 2 - Utility Coordination

Kimley-Horn will submit utility information request letters (Utility "A" letters) to private and public utility companies with facilities in the project area, including but not limited to:

- City of Rocklin
- Kinder Morgan
- Comcast
- CenturyLink/QWest Communications Co.
- Consolidated Communications
- Pacific Gas & Electric
- Placer County Water Agency
- South Placer Municipal Utility District
- AT&T
- Verizon Business
- T-Mobile
- TelePacific Communications
- Wave Broadband

Once we obtain utility information from the utility companies, Kimley-Horn will develop a utility base map showing all existing utilities. A utility matrix will be created to track discussions and data received from the various utility agencies.

In addition, our team proposes to conduct field utility locating/marking of the project crossing areas as part of the utility coordination services. This will involve field marking of existing underground utilities. Once marked, our team will incorporate these field findings into the project base mapping.

If needed, Utility "B" letters will be prepared at the 65% design stage and sent to the City for review and approval. Once approved, Kimley-Horn will send the Utility "B" Letter and two copies of the 65% plans to the utility companies for review and to indicate where there are conflicts with their utilities (existing and future). Also, if needed, Utility "C" letters will be prepared at the 100% design stage and submitted to the City for review and approval prior to sending to the affected utility companies.

As needed, Kimley-Horn will prepare Reports of Investigation (ROIs), utility conflict exhibits, cost estimates, and draft utility agreements, and other required documents needed by the utilities and/or Caltrans Local Assistance staff. This effort is part of the 'B' and 'C' Letters of utility coordination.

Our team will conduct potholing after the 65% design comments are received. We have assumed up to six (6) utility locating holes as part of this scope of work.

Task 2 Deliverables

- Utility Matrix
- Copies of Utility "A" Letters
- Utility field marking report
- Potholing report (as necessary)
- Copies of Utility "B" and "C" Letters (as necessary)

Task 3 - Preliminary Engineering (35% Concept Design)

Kimley-Horn will prepare the preliminary engineering designs (35% Concept Designs) and conduct other related activities associated with preliminary engineering. This includes the assessment of the potential issues such as right-of-way constraints, accessibility, drainage, grading, etc.

Preliminary engineering level alignments and design for improvements described in the project description which includes 35% design drawings and construction cost estimates submitted to the City in electronic format (AutoCAD and Excel). The intent of this estimate is to provide the City with the refined initial determination of whether the funding aligns with the proposed improvements.

To the extent possible at this stage in the design, we will identify all public and private utilities that will be affected by construction of the project and determine limits of necessary utility relocation and identify parties responsible for relocation costs.

In addition, and to the extent possible at this stage in the design, Kimley-Horn will determine if any geotechnical engineering investigations are necessary for the project improvements. Any geotechnical engineering work, if necessary, will be included in Task 7.

Topographic Surveys

The Kimley-Horn team will conduct a topographic survey of the project area at each crossing. This includes up to 400 feet beyond the tracks along the roadways and up to 500 feet along the railroad tracks within UPRR right-of-way. If necessary, the Kimley-Horn Horn team will pull the required Right of Entry (ROE) permits from UPRR including the associated fees and required flagging. The topographic surveys will result in base mapping that will show the existing rights-of-way and easements based on right-of-way research and mapping by our team's licensed surveyor. This includes a verification of rights-of-way for all parcels fronting the project.

Traffic Counts

Peak period turning movement counts will be collected at the intersection of Farron Street/Pacific Street along with 24-hour average daily traffic counts. The turning movement counts including vehicles, pedestrians, and bicycles will be collected on one weekday (AM, midday, and PM) while the 24-hour counts will be collected on one weekday. Additionally, we will collect vehicular queuing data along the eastbound approach along Farron Street. These counts and queue date will be utilized during the railroad preemption planning and design, particularly at the Farron Street crossing, and will provide up to date crossing information data for CPUC and FRA database updates.

Lighting Analysis

A photometric lighting analysis will be conducted for the grade crossing locations which will conform to existing City of Rocklin lighting standards (if any) and the ANS/IES Recommended Practice for Lighting Roadway and Parking Facilities (RP-8-21). Kimley-Horn will coordinate with the City on current lighting and luminaire requirements. Should additional streetlights be necessary, we will coordinate with PG&E on the additional streetlights (see Task 7, PS&E Documents).

Task 3 Deliverables

- 35% plans and estimate, including topographic survey and right-of-way mapping
- Lighting analysis and exhibits for each crossing
- Traffic counts and studies (as required)
- Summary of geotechnical work (if any)

Task 4 - Environmental

The following environmental scope of work has been developed based on the following key assumptions:

- Supporting technical documents will be developed pursuant to both NEPA and CEQA guidelines as administered by the City, Caltrans, and FHWA.
- One project design alternative is assessed through environmental review.
- The proposed improvements are exempt from the Placer County Conservation Plan (PCCP) as Minor Activities and Activities on Existing Non-natural Lands per the PCCP User's Guide.

This work program will be initiated with the kick-off meeting/discussion which will define the parameters of the analysis, scheduling, and understanding of the project. To acquire relevant environmental data and background information, Kimley-Horn will coordinate with appropriate City departments, use previous studies for the area and other available files, and rely on existing exhibits, maps, and reference documents. Environmental issues that may require further detailed study or that may delay or affect the viability of the project will be documented.

4.1 Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map

Environmental issues that may require further detailed study will be documented in the PES for the City/Caltrans concurrence prior to the initiation of the technical study work program. Kimley-Horn will draft a PES Form for City review. As part of this task, Kimley-Horn will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture. After City review, Kimley-Horn will revise the PES Form and APE map and they will be submitted to Caltrans for review and approval from Caltrans Professionally Qualified Staff (PQS) approval. The APE map will provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking, as discussed in Task 4.2 below.

Kimley-Horn will attend one site visit with Caltrans and the City to review the area and take comments on the PES Form and APE map. Kimley-Horn anticipates one round of additional reviews to produce a Caltrans approved PES form, which will inform the scope of work for the required CEQA and NEPA compliance documentation.

4.2 Technical Work Study Program

As discussed above, Kimley-Horn proposes to prepare technical studies in conformance with NEPA, pertinent FHWA regulations, Caltrans' Standard Environmental Reference (SER), and the CEQA.

Under CEQA and NEPA, it is anticipated that the project would allow for environmental clearance to be a Categorical Exemption/Categorical Exclusion, respectively. Should Caltrans require additional analysis on the affected resource categories below, Kimley-Horn can provide this analysis under a separate scope of work and fee. It is anticipated that the resources below can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study. Based upon our recent projects within Caltrans District 3, a review of the project as presented in the RFP, and 2021 Caltrans-approved PES Form to include the information required in the 2021 updated instructions manual, Kimley-Horn anticipates that the following technical resources would be addressed by Caltrans staff or within the context of the resulting environmental document. Caltrans will make the final determination regarding the number of required technical studies during the review of the PES form. Required technical studies not included in this scope of work may be accommodated under an amended scope of services.

Air quality can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study. In addition, the project is exempt from air quality conformity based on 40 CFR 93.126, Table 2, which lists bicycle and pedestrian facilities projects and pavement resurfacing and/or rehabilitation projects, as exempt from the requirement that a conformity determination be made.

Noise can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study.

For cultural resources, based on the nature of the project, Kimley-Horn anticipates a screened undertaking, which would be prepared by Caltrans PQS.

Biological resources can be addressed within the context of the Categorical Exemption/Categorical Exclusion for construction purposes and would not require a technical study.

Based on a review of the GeoTracker database website, there are no existing hazardous sites in the surrounding area. As such this scope of work assumes hazardous materials can be addressed in the PES form through database searches of the project area on GeoTracker.

4.3 CEQA and NEPA Compliance

CEQA Compliance

Kimley-Horn will prepare a Notice of Exemption (NOE) form and memo for pedestrian improvements and guardrail replacements proposed at all project locations within the project area. The City will be the lead agency for the NOE and Caltrans is a responsible agency. The form and memo will be provided to the City for review. This scope includes one round of revisions on the NOE form and memo. Kimley-Horn will coordinate with the City to file the NOE with State Clearinghouse.

NEPA Compliance

This scope of work assumes Caltrans will prepare a NEPA Categorical Exclusion, and any supporting technical memorandum in support the NEPA document, pursuant to Section 23 USC 326, 23 CFR 771 activity (c)(8). Should Caltrans identify the need to prepare the more time-consuming Environmental Assessment, a separate scope and fee will be provided to the City.

4.4 Environmental Meetings and Coordination

Kimley-Horn will provide project management oversight of team's activity and coordinate with the City throughout the project's duration. The Kimley-Horn project management and task leads will supervise, coordinate, and monitor the planning and design of the project for conformance with standards and policies established between the City and Kimley-Horn at the beginning of the project.

Kimley-Horn will attend a kick-off meeting and one (1) additional review meeting with City staff. The goal of the kick-off meeting is to finalize the project schedule and establish a plan for a successful project. No public meeting or hearings are included in this scope.

Task 4 Deliverables

- One (1) Draft PDF copy of the PES and APE for City/Caltrans review
- One (1) Final PDF copy of the PES and APE for City/Caltrans review and approval
- One (1) PDF copy of the Draft CE for Caltrans review and approval
- One (1) PDF copy of the Draft NOE for City review and approval

Optional Tasks

- Preliminary Site Investigation

While no hazardous material sites have been identified, our recent experience with Caltrans District 3 is that hazardous materials testing for aerially deposited lead (ADL) and other hazardous soils will be likely be required. Confirmation of this requirement will not be known until Caltrans staff review and comment on the PES Form. As such, we have included this effort as an optional task.

The Kimley-Horn team will conduct a PSI for the project area to evaluate soil for potential impacts in areas proposed for soil disturbance during construction activities. The PSI will be performed in accordance with the American Society for Testing and Materials (ASTM) International Standard E1903-11, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, and the Caltrans Standard Environmental Reference (SER) Environmental Handbook (EH) Volume 1, Chapter 10, "Guidelines for Hazardous Materials, Hazardous Waste, and Contamination."

- Sampling and Analysis Plan/Health and Safety Plan

The Kimley-Horn team will prepare a Sampling and Analysis Plan (SAP) and a Health and Safety Plan (HASP) for the proposed field work activities. Sample locations will be marked in white paint, and Underground Service Alert (USA) North 811 will be notified a minimum of 72 hours prior to the start of field sampling. The Kimley-Horn team will obtain applicable permits, rights-of-entry, or drilling permits, as needed, and subcontract a licensed drilling company to perform the field work. The Kimley-Horn team will obtain a utility location service to clear the boring locations at the intersections as a precaution to avoid subsurface lines. The Kimley-Horn team will provide oversight during drilling and sampling activities, and samples will be submitted to a state-certified laboratory, following the chain-of-custody protocol, and analyzed for specific constituents of concern (COC) based on historical use and adjoining property use.

Although leaded fuel has been prohibited in California since the 1980s, ADL from vehicle emissions may still be present in surface and near-surface soils in unpaved areas along California highways and roadways. Because lead is ubiquitous in the environment, sampling and analysis of soil are performed during project development to determine if lead concentrations are at levels that require special management and/or disposal. Shallow soil samples will be collected from exposed soil areas within 50 feet of the roadway and analyzed for lead and pH; concentrations of lead are then compared to regulatory levels (80 milligrams per kilogram) to evaluate soil re-use/disposal.

- Field Work

Based on the project information, four (4) intersections are being improved with at-grade roadway and pedestrian crossings which could involve soil disturbance. Therefore, approximately eight (8) borings are proposed for the project, with two (2) borings per intersection. The borings will be sampled using a Direct Push Technology (DPT) rig to take continuous core soil samples at specific locations. DPT uses a hydraulically operated percussion hammer along with vehicle weight to advance the sampling barrel with an acetate liner used to contain the soil sample. The acetate liner will be cut into specific intervals, 0-1 feet, 1-2 feet, and 2-3 feet below ground surface (bgs), capped at each end with a Teflon sheet and plastic lid, labeled, and placed into an ice chest with ice. Samples will be logged on the chain-of-custody which will be given to the laboratory upon delivery of the soil samples for analyses. The borings will be backfilled with grout and capped with native soil.

The soil samples will be analyzed for lead and pH using EPA 6020 and EPA 9045, respectively, following Caltrans protocol. Additional COCs will be analyzed on composite samples at selected borings based on RECs identified in the Initial Site Assessment (ISA). Other COCs in the project area include polychlorinated biphenyls (PCB), polycyclic aromatic hydrocarbons (PAH), metals, volatile organic compounds (VOC), pesticides (historical agriculture), Total Petroleum Hydrocarbons (TPH) as gasoline, diesel, and motor oil, and used oil (motor, hydraulic, and lubricating).

- PSI Report

The Kimley-Horn team will prepare a PSI Report and incorporate the sampling and analytical testing conducted at the project area. The report will include a discussion of sample collection and testing methods and certifications of the individuals performing the work. Additionally, the report will identify (if present) regulated and/or hazardous materials and evaluate soil disposal/reuse and worker safety measures. The Kimley-Horn team will incorporate the comments received from the project team on the draft report and incorporate into the draft-final report for review by the City. Comments from the City will be incorporated into the final report for Caltrans review. The report will comply with California Environmental Quality Act/National Environmental Policy Act requirements.

Task 5 – Community Engagement

As stipulated in the RFP, it is anticipated that community engagement will be minimal, but may be helpful given that the project crossings are adjacent to existing residential homes and businesses. Kimley-Horn has considerable experience working with the public and neighboring communities next to grade crossings and will be very flexible in our approach to outreach to best meet the needs of the City. In fact, our proposed lead for the community engagement, Brandi Childress, is a public outreach specialist who worked with the Santa Clara Valley Transportation Authority (VTA) on outreach campaigns directly related to at-grade crossing safety.

We have assumed that the scope of work will include typical public outreach and engagement methods which could include, but not be limited to, the following:

- Meet with adjacent private property owners to discuss project design and improvement as directed by the City. A total of up to five (5) meetings are included
- Preparation of exhibits and/or mailers to be used in conjunction with public engagement

We understand that the City does not plan to host community meetings or workshops as the goals of the project are specific and not likely to be contested. Kimley-Horn will develop and maintain a stakeholder database throughout the project's duration to facilitate communication with stakeholders.

Task 5 Deliverables

- Meeting agendas and minutes for all community engagement meetings
- Exhibits, mailers, or other graphics for social media posts or other visual aids

Task 6 – Right-of-Way Engineering

Our team's goal will be to avoid any right-of-way takes as a result of the proposed improvements to the extent possible. As part of this process, our team will accurately document the existing right-of-way for all the parcels within the scope of the improvement, and upon completing the 35%, we will confirm the preliminary right-of-way needs for the project.

TCEs and PTECs (UPRR R/W)

Once the design plans are approved by the City, UPRR, and CPUC, and once UPRR moves the design plans into their design and estimating stage, our team will prepare plats and legal descriptions that will be required for the Construction and Maintenance Agreements for acquisition of temporary construction easements (TCE) and Permission to Enter and Construct (PTEC). We will prepare the necessary exhibits for each parcel requiring any type of rights.

Based on our initial field observations, we do not anticipate that any substantial right-of-way needs for private properties will be necessary to install the proposed improvements. However, given the latest UPRR standards which includes minimum clearances of roadway and intersection features with the railroad tracks, there will likely be a need for TCEs and/or PTECs within UPRR right-of-way. TCEs and PTECs within UPRR right-of-way will be captured as a license fee under the Construction and Maintenance Agreement and will only require plats and legal descriptions which the Kimley-Horn team will prepare.

Optional Tasks

- Right-of-Way Engineering and Acquisition

The Kimley-Horn team (Monument) will conduct right-of-way engineering and acquisition services for any necessary right-of-way takes in private property. As stipulated in the RFP, as part of this optional task, our team has assumed that up to two properties fronting the project limits will require a TCE and/or PTEC, and our team will coordinate this effort with affected property owners. This task will be performed in accordance with applicable Federal, State, and local regulations, Caltrans Policies and Procedures, and City's right-of-way Policies and Procedures.

The Kimley-Horn team will prepare a Notice of Decision to Appraise letter for the affected property, advising the property owner of the proposed project, introducing the appraiser, describing the City's acquisition process, and contract information to answer questions and concerns.

An appraisal report will be prepared which will include an inspection of the subject property as well as the extent of the inspection and description of the neighborhood and proposed project area, the extent of the subject property inspection, including interior and exterior areas, and a description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property). In the appraisal report we will identify the highest and best use. If highest and best use is in question or different from the existing use, an appropriate analysis will be provided identifying the market-based highest and best use and will present and analyze relevant market information.

Our team will provide acquisition and negotiations to acquire the right-of-way required for the project and will coordinate and manage the acquisition process with the City, legal counsel, property owners, along with the title company, appraisers, and other consultants to ensure effective cross-discipline communications.

Our team will prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.

We will prepare a letter of recommendation to the City for any proposed administrative settlements with the affected property owners which will include a chronology of the negotiation efforts, provide supporting evidence and documentation, and an explanation of the benefits and rationale behind the recommendation.

Escrow coordination will be provided to assist the escrow company in obtaining additional documentation as necessary to provide clear title to the City, supervise and review the closing of escrows, and review closing statements for completeness and accuracy.

Task 6 Deliverables

- Right-of-Way Certification (LAPM Exhibit 13-B) approved by Caltrans
- Utility coordination
- Plats and Legal Descriptions for TCEs and PTEC within UPRR R/W
- Construction and Maintenance Agreement support

Optional Task 6 Deliverables

- Plats and legal descriptions for private property acquisition
- Appraisals, Offer Letters, Documentation of Negotiations
- Final TCEs and/or PTECs

Task 7 - Plans, Specifications, and Estimate (PS&E)

Our team is confident in our ability to secure UPRR's approvals of the detailed designs based on our team's unmatched experience in working very closely with UPRR and their consultants (Benesch and Olsson). As such, we anticipate that UPRR will review each of the design submittal phases. We know that their required submittals are typically Concept, 30%, and Final (100%) plans. As such, any other plans prior to Final (100%) will be reviewed at the 30% level until approved. However, based on our extensive experience working with UPRR's consultants, we have been able to obtain their detailed reviews moving each submittal closer to the 100% approved stage. We expect that the 100% plans will require few minor comments, and as such, our proposed fee assumes this level of effort.

65% Design

Kimley-Horn will review the City's, UPRR's, and CPUC's comments on the 35% design documents and incorporate them in the 65% design. We will prepare a comments matrix with responses to each of the comments along with their disposition.

The 65% design will be a more detailed design version of the 35% design, including utility information (as received from the utility companies), additional sidewalk and pedestrian crossing design details such as grading information, retaining wall plan/profiles (if needed), and conduit and traffic signal interconnect (where applicable).

At the 65% design stage, we will initiate coordination with PG&E for the implementation of new streetlights as necessary which could include connecting to existing streetlights or the installation of new service electrical service points.

The 35% design engineer's estimate will be updated; it will be an itemized engineer's estimate that will include all construction costs for all items of work and will be in the same format as the schedule of bid items.

The Special Provisions will be prepared using the latest City Technical Specifications with modifications to include elements of this project, in particular the bid item list and descriptions. The specifications will be submitted in Microsoft Word and PDF formats.

95% Design

Kimley-Horn will review the City's, UPRR's, and CPUC's comments on the 65% design documents and incorporate them into the 95% design. We will prepare a comments matrix with responses to each of the comments along with their disposition.

The 95% design will provide all the design details, including complete utility information, detailed ADA curb ramp designs, grading limits, required TCEs and PTECs, and detailed conduit and traffic signal interconnect details.

Where railroad preemption is necessary, we will utilize our intimate working experience with UPRR's consultant (Olsson) and will include all preemption details including preemption circuits, preemption input connections in the traffic controller cabinets, and preemption operations descriptions – which will be a requirement in the plans.

Kimley-Horn will develop the 95% Special Provisions to include all the required technical specifications including the complete bid list and bid item descriptions, language for PG&E coordination (as needed), and the construction timeline (working days). Kimley-Horn will update the engineer's estimate based on the comments received.

Constructability Review

It is assumed that at the 95% design stage, a Constructability Review will be undertaken. The Kimley-Horn team includes Unico Engineering who will perform the independent, third-party construction reviews prior to the submittal of the 100% design level drawings.

100% Design

Kimley-Horn will review the City's and UPRR's comments on the 95% design documents and incorporate them in the 100% design. We will prepare a comments matrix with responses to each of the comments along with their disposition. If necessary, we will organize a diagnostic team review meeting to discuss any critical comments that need to be resolved by the diagnostic team.

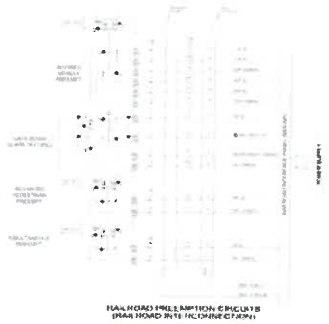
The 100% PS&E documents will be submitted to the City, UPRR, and CPUC for review. Once the final set of comments are received from the City, UPRR, and CPUC, we will prepare the final bid document package. This includes the signed and sealed drawings (signed by a licensed engineer in the State of California), the final Special Provisions (the City will prepare the final Bid Book), and the final Engineer's Estimate.

Railroad Preemption

Our team has very close working relationships with UPRR's and CPUC's railroad preemption specialists and have secured approvals from them at many crossings throughout California.

Kimley-Horn will prepare the railroad preemption calculations using the LADOT Methodology. We will submit the preemption calculations package which will include the preemption distances and preemption operations to UPRR and CPUC for review. Once the preemption calculations have been approved, Kimley-Horn will prepare the detailed railroad preemption designs including the preemption circuits, preemption request forms, and any other required documents for UPRR and CPUC reviews.

The preemption design will include drawing details showing traffic signal controller and communication equipment connections and the circuit diagrams between the adjacent traffic signal and railroad crossing signal house.



Geotechnical Engineering

The Kimley-Horn team includes Parikh, a geotechnical engineering firm to support the project. Given that the exact scope of work for geotechnical services is unknown at the time of the RFP, we have not included a scope in our proposal but will include in our fee proposal a nominal amount of geotechnical support as part of the base contract with a separate optional line item to be authorized by the City during the PS&E phase once a scope of work, if any, becomes necessary.

Some areas where geotechnical engineering and investigation services may be needed include:

- Pavement structural sections
- Railroad gate foundations
- Retaining walls
- Traffic signal pole foundations

The pavement scope of the project currently includes a 4" full width grind and overlay and it is not anticipated that any retaining walls will be needed. Furthermore, geotechnical engineering is typically not required for railroad gate foundations, and new traffic signal poles are not needed as part of the project.

Task 7 Deliverables

- 65% and 95% PS&E submittals in electronic format
- 100% (signed and sealed) PS&E submittals in electronic format ready to advertise
- Comments matrix with comments, responses, and their disposition at each design submittal

Task 8 – UPRR and CPUC Coordination

Kimley-Horn will schedule a virtual pre-diagnostic meeting and an in-person field diagnostic meeting with the City, UPRR, CPUC, and the Kimley-Horn team. The pre-diagnostic meeting will be held virtually a minimum of one (1) week in advance of the field diagnostic meeting.

Kimley-Horn will prepare a site map, exhibit of conceptual improvements (or we could use the City's Conceptual Plan), and agenda for both meetings, and will provide a sign-in sheet for use during the field diagnostic meeting. Kimley-Horn will prepare draft and final meeting minutes from both meetings, which will be circulated to all in attendance for review and approval. The field diagnostic meeting minutes will be the guiding document for developing the crossing improvements throughout the design phase of this project.

Once UPRR has approved the design plans, UPRR will forward the plans for UPRR engineering staff to prepare the estimate and railroad system design. Once the construction estimate has been completed by UPRR and the City accepts the estimate, Kimley-Horn will work closely with the City and UPRR in the development of the draft Construction and Maintenance Agreement to be executed between the City and UPRR.

It should be noted that the Construction and Maintenance Agreement will require plats and legal descriptions for any permanent facilities that will be installed in UPRR right-of-way such as sidewalks and fencing. These facilities will be assessed a license fee that will be included as part of the Construction and Maintenance Agreement. The Kimley-Horn team has included the preparation of plat maps and legal descriptions for each of the crossings at Farron Street and Delmar Avenue to be included in the UPRR Construction and Maintenance Agreement.

Additionally, should there be a need to install conduits underneath the railroad tracks for the signal preemption interconnect, a Wireline Crossing Agreement (WCA) will be required as part of this installation. This will also be determined as the draft Construction and Maintenance Agreement is prepared by UPRR.

Kimley-Horn will coordinate with the CPUC, attend diagnostic reviews, complete draft and final General Order (GO) 88-B forms for City/UPRR review, and implement requirements of the CPUC to obtain approved GO 88-B documents for each railroad crossing included in the project.

Kimley-Horn will develop exhibits and draft the General Order (GO) 88-B Forms for submittal to CPUC and UPRR for review. It is expected that the design team will work with the City to provide a draft copy for purposes of a courtesy review to UPRR and the local CPUC representative for review and comment. We will incorporate modifications requested to clarify any of the intended design elements and/or operating conditions as a result of the crossing improvements, including any new railroad preemption. We will obtain signatures from the City and UPRR on the final form which we shall submit on behalf of the City.

Task 8 Deliverables

- CPUC GO 88-B Applications
- Exhibits for the Construction and Maintenance Agreements
- Plats and Legal Descriptions for the Construction and Maintenance Agreements

Task 9 - Bidding and Construction Support

The Kimley-Horn team will provide bidding and construction support services, which will include but not be limited to the following:

- Attend pre-bid meeting
- Review and draft responses to Requests for Information
- Assist City staff in preparing bid addenda documents as necessary
- Review bids received for responsiveness and reasonableness
- Attend pre-construction meeting
- Review submittals and shop drawings, as required in the project Special Provisions
- Review and provide recommendations regarding any change order proposals and request for additional payment related to design changes

Other additional items will include:

- Assist City with traffic signal controller configuration and timings for new, or modified, railroad preemption operations
- Prepare railroad preemption test plan for the traffic signal
- Conduct railroad preemption testing with UPRR and their consultants

Task 9 Deliverables

- Response to pre-bid RFIs and draft bidding addenda
- Pre-construction meeting attendance (agenda and meeting minutes by others)
- Response to RFIs, change order requests, etc.
- Submittal reviews
- Preparation of railroad preemption test plans
- Preparation of as-built drawings

Project Schedule

Based on the RFP, Kimley-Horn has assumed that a Notice to Proceed will be issued in August 2024 with the final bid documents ready for advertisement (Ready to List) by January 2027. Moreover, the duration of the consultant contract will be about June 2028.

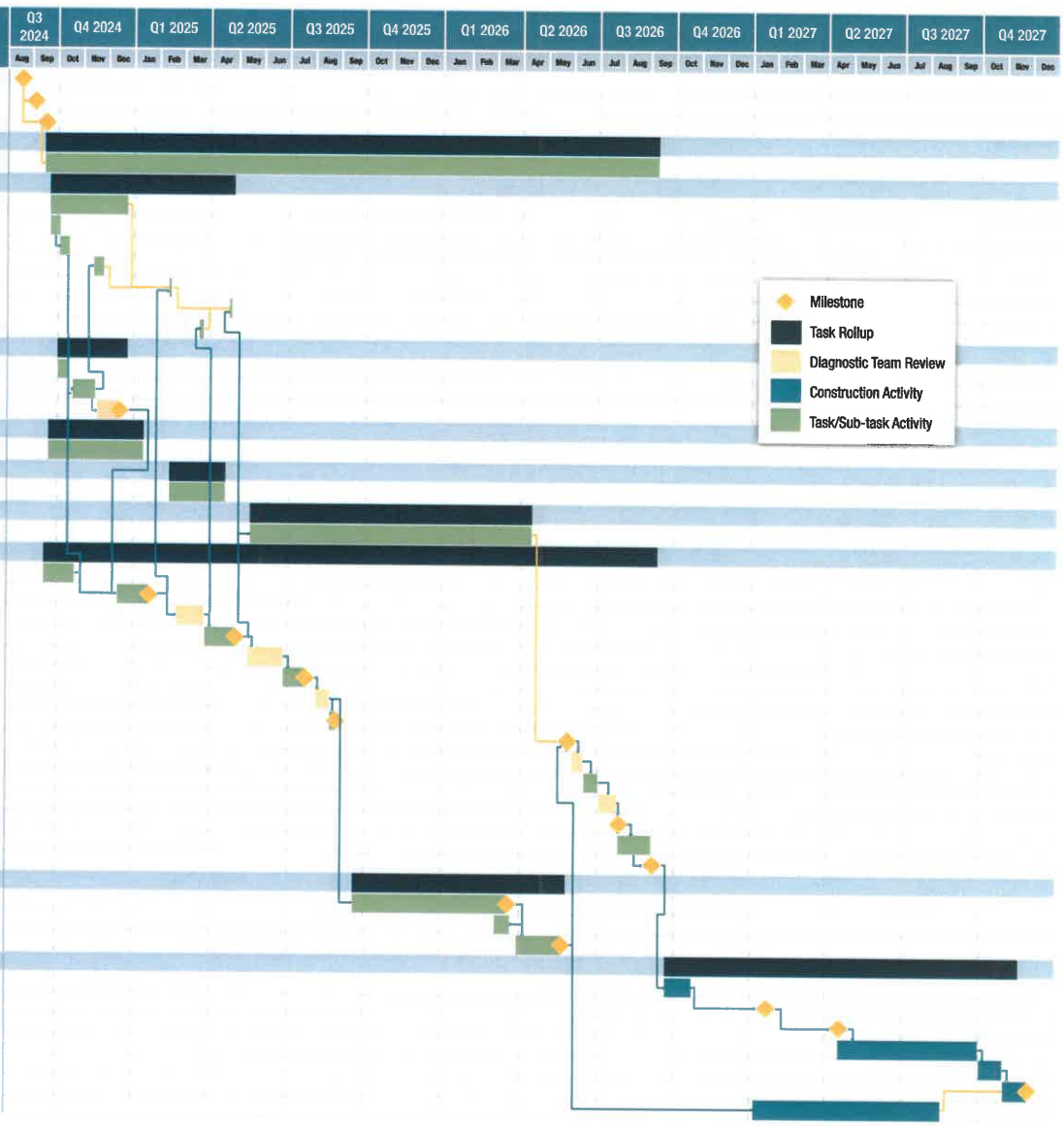
Here are the main highlights of our proposed project schedule:

- Conduct the Field Diagnostic Team meeting in September 2024
- Complete the 35% Design by November 2024
- Complete the Environmental Clearance by February 2025
- Complete the 65% Design by February 2025
- Conduct potholing (if necessary) in April 2025
- Complete the 95% Design by May 2025
- Complete the 100% Design by July 2025
- UPRR starts their Design and Estimate in August 2025
- UPRR completes the Draft Construction and Maintenance Agreement by March 2026
- CPUC approves GO 88-B application by May 2026
- City submits Right of Way Certification by June 2026
- City receives E-76 for Construction by September 2026
- Project Advertisement in August 2026
- UPRR construction starts in January 2027
- City construction starts in April 2027
- All construction completed by September 2027

The overall schedule provided below illustrates all the detailed tasks, milestones, and dependencies.

PROJECT SCHEDULE

ID	Task Name	Start	Finish
1	Notice to Proceed	Mon 8/19/24	Mon 8/19/24
2	Kickoff Meeting with City	Wed 8/28/24	Wed 8/28/24
3	Kickoff Meeting with City, UPRR, CPUC	Wed 9/11/24	Wed 9/11/24
4	**Task 1 - Project Management and Coordination**	**Wed 9/11/24**	**Wed 9/9/26**
5	Project Management and Coordination	Wed 9/11/24	Wed 9/9/26
6	**Task 2 - Utility Coordination**	**Mon 9/16/24**	**Wed 4/23/25**
7	Coordination with Utility Owners	Mon 9/16/24	Fri 12/6/24
8	Request Utility Information	Mon 9/16/24	Fri 9/27/24
9	Conduct Field Utility Locating	Mon 9/30/24	Fri 10/11/24
10	Prepare Utility Letter A (Preliminary Design)	Mon 11/11/24	Fri 11/22/24
11	Prepare Utility Letter B (65% Design)	Mon 2/3/25	Wed 2/5/25
12	Prepare Utility Letter C (95% Design)	Mon 4/21/25	Wed 4/23/25
13	Conduct Potholing	Mon 3/17/25	Fri 3/21/25
14	**Task 3 - Preliminary Engineering (35% Design)**	**Mon 9/30/24**	**Fri 12/6/24**
15	Diagnostic Team Meeting	Mon 9/30/24	Fri 10/4/24
16	Prepare 35% Design	Mon 10/14/24	Fri 11/8/24
17	City, UPRR and CPUC review	Mon 11/11/24	Fri 12/6/24
18	**Task 4 - Environmental**	**Mon 9/23/24**	**Fri 1/10/25**
19	Environmental	Mon 9/23/24	Fri 1/10/25
20	**Task 5 - Community Engagement**	**Mon 2/17/25**	**Fri 4/11/25**
21	Community Outeach Support	Mon 2/17/25	Fri 4/11/25
22	**Task 6 - Right of Way Engineering**	**Mon 5/12/25**	**Fri 4/24/26**
23	Right of Way Engineering	Mon 5/12/25	Fri 4/24/26
24	**Task 7 - PS&E Documents**	**Mon 9/16/24**	**Wed 9/9/26**
25	Conduct Topo Survey	Mon 9/16/24	Fri 10/11/24
26	65% Design	Mon 12/9/24	Fri 1/31/25
27	City, UPRR, CPUC Review	Mon 2/3/25	Fri 3/14/25
28	95% Design	Mon 3/17/25	Fri 5/9/25
29	City, UPRR, CPUC Review	Mon 5/12/25	Fri 6/20/25
30	100% Design	Mon 6/23/25	Fri 7/18/25
31	City, UPRR, CPUC Review	Mon 7/21/25	Fri 8/15/25
32	Construction Bid Ready Package	Mon 8/18/25	Fri 8/29/25
33	Prepare Right of Way Certification	Mon 5/25/26	Fri 5/29/26
34	City review of Right of Way Certification	Mon 6/1/26	Fri 6/19/26
35	Prepare RFA Package	Mon 6/22/26	Fri 7/3/26
36	City Review of RFA Package	Mon 7/6/26	Fri 7/24/26
37	RFA Submittal to Caltrans Local Assistance	Mon 7/27/26	Wed 7/29/26
38	Caltrans RFA review (E-76 for Construction)	Thu 7/30/26	Wed 9/9/26
39	Receive E-76 for Construction	Wed 9/9/26	Wed 9/9/26
40	**Task 8 - UPRR and CPUC Coordination**	**Mon 8/18/25**	**Fri 5/22/26**
41	Construction and Maintenance Agreement	Mon 8/18/25	Fri 3/27/26
42	Wireline Crossing Agreement (as necessary)	Mon 3/2/26	Fri 3/13/26
43	General Order 88-B	Mon 3/30/26	Fri 5/22/26
44	**Task 9 - Bidding and Construction Support**	**Thu 9/24/26**	**Wed 11/17/27**
45	Project Advertisement	Thu 9/24/26	Wed 10/28/26
46	Construction Contract Award	Wed 1/20/27	Wed 1/20/27
47	Construction Start (anticipated)	Wed 4/14/27	Wed 4/14/27
48	Construction (assumed duration)	Thu 4/15/27	Wed 9/29/27
49	Preemption Testing and Implementation	Thu 9/30/27	Wed 10/27/27
50	As-Built Drawings	Thu 10/28/27	Wed 11/17/27
51	UPRR Equipment Installation	Mon 1/4/27	Fri 8/13/27



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: National Fire Protection Agency 1582 Firefighter Physicals

Date: June 10, 2025

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

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Retroactive Contract for Services with 1582 Medical Corporation.

Background:
The National Fire Protection Association (NFPA) is the leading global organization focused on fire prevention, wildfire preparedness, electrical safety, hazardous materials management, community risk reduction, and public safety. Its mission is to save lives and reduce losses through the dissemination of information, knowledge, and commitment.

NFPA standards stipulate that firefighters must undergo a comprehensive medical examination to minimize the risk of preventable line-of-duty deaths. This standard, known as "1582," details the Comprehensive Occupational Medical Program for Fire Departments. The Rocklin Fire Department ensures that all fire personnel receive NFPA 1582 physicals annually through qualified professional companies.

For this fiscal year, the Fire Department used the services of 1582 Medical Corporation to provide NFPA 1582 physicals. These services took place from May 13, 2025, to May 18, 2025, for eligible Fire Department personnel. The resolution (Attachment 1) authorizes the contract for services with 1582 Medical Corporation, effective May 12, 2025, for the necessary services provided.

Fiscal Impact:
The total amount of the contract is not-to-exceed $40,000. There is no additional fiscal impact as sufficient funds are available in the adopted Fiscal Year 2024/25 Operating Budget with the General Fund (Fund 100).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO EXECUTE A RETROACTIVE CONTRACT FOR SERVICES WITH 1582 MEDICAL CORPORATION

WHEREAS, NFPA standards stipulate that firefighters, including new hires and current personnel, must undergo a comprehensive medical examination to minimize the risk of preventable line-of-duty deaths; and

WHEREAS, the Rocklin Fire Department provides access to NFPA 1582 firefighter physicals for fire personnel annually; and

WHEREAS, beginning on May 13, 2025 and concluding on May 18, 2025 eligible Fire Department personnel received NFPA 1582 firefighter physicals performed by the qualified staff of 1582 Medical Corporation.

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

Section 1. The City Council of the City of Rocklin authorizes the City Manager to execute a retroactive contract for services with 1582 Medical Corporation, effective May 12, 2025, for NFPA 1582 firefighter physicals attached hereto as Attachment A.

PASSED AND ADOPTED this 10th day of June, 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

THIS CONTRACT is made on May 12, 2025, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and **1582 MEDICAL 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 FORTY THOUSAND DOLLARS ($40,000)**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

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

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

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

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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 **JUNE 30, 2025** unless sooner terminated as provided herein.

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

5. SUSPENSION/TERMINATION

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

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

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

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

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

10. COMPLIANCE WITH ALL LAWS

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

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

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

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

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

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

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

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

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

12. SUBCONTRACTING

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

13. ASSIGNABILITY

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

14. INTEREST IN CONTRACT

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

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

15. MATERIALS CONFIDENTIAL

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

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

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

17. INDEMNITY AND LITIGATION, COSTS

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

18. CONTRACTOR TO PROVIDE INSURANCE

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

A. Minimum Scope and Limit of Insurance

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

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

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

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

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

B. **Other Insurance Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. GENERAL/MISCELLANEOUS PROVISIONS

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

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

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

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

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

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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
Fire Department
4060 Rocklin Road
Rocklin, CA 95677

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

Contractor:
1582 Medical Corporation
Attn: Paul Granstrom
PO BOX 2073
Sparks, NV 89432

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

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

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

K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words

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"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

DocuSigned by:
By: Robert Keller
31CB89E0DBB048D...
Robert P. K. Keller, M.D.
CEO, CFO and Secretary

5/30/2025 | 1:14 PM MDT
Date:

CITY OF ROCKLIN

By: _____ Date: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____ Date: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

Signed by:
By: Matthew McOmber
3496B8242C674E3...
Matthew McOmber, City Attorney

5/30/2025 | 12:23 PM PDT
Date:

Docusign Envelope ID: 2228ECBE-06A7-4BA5-B7EB-CE66CC8A9697

EXHIBIT A

Scope of Work

1582 Medical Corporation (Contractor) will provide National Fire Protection Association (NFPA) 1582 compliant physical examinations and evaluations including all tests listed in Schedule B Fee Schedule at the City of Rocklin Fire Department, Station 24, located at 3401 Crest Drive, Rocklin, CA 95765 on the following dates – May 13, May 14, May 15, and May 16, 2025.

- 1582 Physical Examination and Evaluation listed in Exhibit C with included and add on services

City to provide to Contractor the following information no later than 30 days prior to May 13, 2025 or as soon thereafter as practicable:

1. Roster of Fire Members, to set up a Lab Corp Diagnostics and report results to member, that are to receive the Examinations/Ultrasounds including:
    a. Legal First Name
    b. Legal Last Name
    c. Date of Birth
    d. Cell Phone
    e. Email Address

2. Schedule of Roster of members to be provided by City or as soon as practicable upon execution of this agreement by the Parties.

3. Access to two rooms with doors: one private to conduct physician appointments and one private to conduct sonography testing during beginning on Tuesday, May 13.

4. City may make accommodations to conduct portions of the testing/physicals inside fire station as a courtesy if the medical trailer is not on site. The City will not provide any equipment to conduct or fulfill requirements of the services.

Contractor to provide City with the following:

1. Make up of examinations will be offered locally if Contractor is conducting examinations with other local/neighboring Fire Departments. At the conclusion of the event, Contractor shall determine which members did not receive an examination and coordinate a makeup visit at a nearby event or at Contractor's office in Reno, NV.

2. Members will receive a copy of all results electronically online via Citrix Sharefile, all records will be scanned to a PDF document for easy retrieval.

3. 1582 Medical Corporation will use only licensed physicians to conduct the NFPA 1582 Examinations.

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EXHIBIT B

Schedule of Performance

Contractor to provide services identified from Scope of Work (Exhibit A) as NFPA 1582 Compliant Exam and Reporting for a minimum of 40 assessments. The anticipated date of completion for all services shall be no later than June 30, 2025. Assessments are scheduled to be onsite for the week of May 11, 2025, beginning Tuesday, May 13, 2025 and concluding services on Friday, May 16, 2025. Services will be conducted at City of Rocklin Fire Station 24 located at 3401 Crest Drive, Rocklin, CA 95765.

Contractor will provide appointment opportunities for make-up appointments for City of Rocklin Fire personnel at no additional costs for individuals who are unavailable to attend the schedule appointment times in May 2025 as outlined above, when Contractor is physically located in the surrounding area on business or fire personnel may visit the Reno, NV office to complete the examination.

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EXHIBIT C

Schedule of Fees

Onsite Fee $2,500

1582 EXTENDED PANEL

Laboratory Blood / Urine Testing:	**1582 Panel**
Complete Blood Count with Differential	Included
Comprehensive Metabolic Panel	Included
Fasting Lipid Panel	Included
Urinalysis	Included
Diabetes Screening - Fasting Blood Glucose -A1C Hemoglobin	Included
C-Reactive Protein	Included
Hemoccult Test	Included
CA-125 (female fighters only)	Included
Prostate Specific Antigen	Included
Thyroid Panel (TSH and T4)	Included
Occupational Health Testing	
Audiogram (Occupational Hearing Exam)	Included
Biometric Screening	Included
Spirometry (Pulmonary Function Test)	Included
Vital Signs	Included
Vision Screening	Included
Blood Pressure Monitoring	Included
Cardiac and Pulmonary Assessment	
Stress EKG, WFI Protocol	Included
Aerobic Capacity	Included
Ultrasound Screening-Carotid and Aortic Aneurysm Screening	Included
Cancer and Disease Assessment	
Ultrasound Screening – Thyroid	Included
Ultrasound Screening – Pancreas, Liver, Gallbladder, Spleen and Kidney	Included
Ultrasound Screening – External Pelvic (Female Only)	Included
Ultrasound Screening – Prostate and Testicular (Male Only)	Included
Physician Exam - NFPA 1582	
Physical Examination as outlined in NFPA 1582	Included
Medical History Review	Included
Skin Cancer Assessment	Included
Health Promotion Counseling Review	Included
Sleep Disturbance Apnea Assessment	Included
Cardiac Risk Stratification	Included
OSHA Respirator Questionnaire	Included
Firefighter Medical Clearance – 1582 Tiers	Included

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EXHIBIT C (Continued)

Schedule of Fees

Total Cost per Fire Member for included services	$ 875

Costs for add on services:

$35/member Laboratory Testing for Testosterone

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EXHIBIT C (continued)

Schedule of Fees

Payment

City shall pay Contractor for all services rendered pursuant to this Agreement as set forth in the Scope of Work and Exhibit and C, attached hereto and in accordance to the terms outlined in Section 2 Compensation.

Invoices

Invoices for payment shall be provided to City monthly or within 30 calendar days of the final service date or by July 15 whichever is sooner. City will review, approve, and pay all valid invoices within 30 days of receipt.

Invoices for payment will be submitted by email or mail to the following addresses, will be on Contractor's letterhead and will include the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and supporting documentation, if requested.

Email address:
FireAccountsPayable@Rocklin.ca.us

Mailing address:

City of Rocklin Fire Department
Attn: Accounts Payable
4060 Rocklin Road
Rocklin, CA 95677

Docusign Envelope ID: 2228ECBE-06A7-4BA5-B7EB-CE66CC8A9697

EXHIBIT D

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

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

CONTRACTOR

DocuSigned by:

By: Robert Keller 5/30/2025 | 1:14 PM MDT
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Robert P. K. Keller, M.D.
CEO, CFO and Secretary

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Memorial Park Play Structure Replacement

Date: June 10, 2025

Submitted By: Laurie York, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption for Playground Structure Replacement.
B. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Replacement of the Play Structure at Memorial Park to Miracle PlaySystems, Inc. and Authorizing the City Manager to Execute an Agreement.

Background:

The wooden play structure in Memorial Park was installed in 2017 and has reached the end of its useful life. The Memorial Park Play Structure Replacement Project is included in the Fiscal Year (FY) 2024/25 Operating Budget approved by the City Council on June 25, 2024. The project consists of removing and replacing the existing play structure at Memorial Park (the design of the new structure is included as Attachment 1).

On February 25, 2025, the City Council adopted Resolution No. 2025-027, authorizing the use of cooperative purchasing agreements consistent with Rocklin Municipal Code Sections 3.04.090(C) and (D). These provisions allow the City to leverage cooperative purchasing programs and piggyback agreements, utilizing contracts established by other governmental agencies.

Miracle PlaySystems, Inc. has submitted a proposal through Sourcewell Contract No. 010521-LTS, which satisfies the City's procurement requirements. The proposal is for all work, parts and materials necessary remove the existing play structure and install a new play structure, for a total cost of One Hundred Ninety Eight Thousand One Hundred Seventy Three Dollars and Sixty Four Cents ($198,173.64). Major components of the project include:

- Purchase of Play Structure Equipment - $66,206.40
- Demolition, Disposal, and Installation Services - $88,492
- Wood Fiber Surfacing - $2,925
- Structural Inspection - $1,290

The project scope of work is included as Exhibit A to Attachment 4.

The project time frame is estimated to be ten business days. Pending City Council approval, staff tentatively plans to begin the project in mid- to late-June, during a break in the Quarry Park Amphitheater concert series.

Staff recommends the City Council approve a Notice of Exemption and award the contract to Miracle PlaySystems, Inc., and authorize the City Manager to Execute an Agreement.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Memorial Park Play Structure Replacement project and determined that it falls under the previously approved Notice of Exemption for City's Play Structure Replacement Projects (Resolution No. 2010-27) and is exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Sections 15301.

Fiscal Impact:
There is no additional fiscal impact. The cost for this project is included in the FY 2024/25 Operating Budget in the General Fund (100).

ATTACHMENTS:
1. Memorial Park Play Structure Rendering
2. Resolution A - Notice of Exemption
3. Resolution B - Construction Contract
4. Resolution B Exhibit A - Construction Contract
5. Miracle PlaySystems Inc. Sourcewell Contract No. 010521-LTS.pdf



Quarry Park

Rocklin, CA

Prepared for: City of Rocklin

MIRACLE playsystems DESIGNING PLAY

Creating Fun Play Environments to Enrich Communities

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A NOTICE OF EXEMPTION FOR PLAYGROUND STRUCTURE REPLACEMENT

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the Play Structure Replacement ("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 15302, Class 2 – Replacement or Reconstruction, and Section 15311, Class 11 – Accessory Structures).

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 10th day of June, 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
Parks and Recreation Department
4081 Alvis Court
Rocklin, CA 95677

Project Title: Outdoor Playground Replacement Program

Project Location - Specific: City of Rocklin-owned and maintained public park facilities with associated children's outdoor playgrounds, play structures, and play equipment located in zip codes 95677 and 95765, including the following list of public parks.

- Bolton Park
- Boulder Ridge Park
- Breen Park
- Brigham & Hawes Park
- Christine Anderson Park
- Clarke Dominguez Park
- Clover Valley Park
- Corral Alva Park
- Deer Creek Park
- Gayaldo Park
- Joe Hernandez Park
- Johnson-Springview Park
- Kathy Lund Park
- Mansion Oaks Park
- Margaret Azevedo Park
- Memorial Park
- Monte Verde Park
- Monument Park
- Night Ridge Park
- Pebble Creek Park
- Pernu Park
- Peter Hill Heritage Park
- Pleasant Valley Creek Park
- Quarry Park
- Ruhkala Park
- Sasaki Park
- Sierra Meadows Park
- Sierra Pines Park
- Sonora Park
- Sunset East Park
- Sunset Whitney Recreation Area
- Twin Oaks Park
- Vista Grande Park
- Wesley Park
- Whitney Park
- Wickman Park
- Willard Park
- Woodside Park

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

Description of Nature, Purpose and Beneficiaries of Project: The Outdoor Playground Replacement Program includes the repair, replacement, or maintenance of existing children's outdoor playgrounds, play structures, and play surfaces, including appurtenant equipment, located within City-owned and maintained public park facilities. The replacement program is intended to replace outdated play structures, damaged play equipment, or play equipment approaching its useful life with new equipment necessary to maintain public safety and meet current safety and accessibility standards. Appurtenant equipment may include but are not limited to benches, climbing walls, shade structures, slides, spring riders, swings, tables, trash receptacles, and water features. Playground surfaces within the play areas and immediately below the play structures, including sand, wood mulch, rubber mulch, and/or rubber tiles may also be replaced.

Ground disturbance may occur during replacement of structure footings, but will occur in soil that was previously disturbed during construction of the existing public park. Construction of new playgrounds within previously undisturbed areas or in areas without existing similar structures or equipment are not associated with this scope of work. Beneficiaries of the project include children and families of the community at large.

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 15302, Class 2 – Replacement or Reconstruction, and Section 15311, Class 11 – Accessory Structures)

Reasons why the project is exempt: Activities under this scope of work include the repair, maintenance, or minor alteration of existing public structures and facilities involving negligible or no expansion of use, and the restoration or rehabilitation of deteriorated or damaged structures and facilities to meet current standards of public health and safety are categorically exempt under CEQA Guidelines, Section 15301 (Class 1 – Existing Facilities). Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced are categorically exempt under CEQA Guidelines, Section 15302 (Class 2 – Replacement or Reconstruction). Construction or placement of minor structures accessory or appurtenant to the existing institutional facilities (i.e., City owned and maintained public park facilities) are exempt under CEQA Guidelines, Section 15311 (Class 11 – Accessory Structures). There are no unusual circumstances that would result in a reasonable possibility of a significant effect on the environment and no further environmental review is required.

Contact Person: Veronica Tracy, Director of Parks and Recreation, City of Rocklin, Parks and Recreation Department, 5460 5th Street, Rocklin, CA, 95677, (916) 625-5200

Signature: _____ **Date:** _____

Veronica Tracy, Director of Parks and Recreation

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE REPLACEMENT OF THE PLAY STRUCTURE AT MEMORIAL PARK TO MIRACLE PLAYSYSTEMS, INC. AND AUTHROIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the Replacement of the Play Structure at Memorial Park consists of removing the current play structure and installing a new play structure; and

WHEREAS, Sourcewell has performed a solicitation and executed Cooperative Purchase Contract No. 010521-LTS with Miracle Playsystems, Inc. for Playground and Water Play Equipment; and

WHEREAS, Rocklin Municipal Code Section 3.04.090(C) allows for the City to enter into cooperative purchasing/procurement arrangements with other governmental entities without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for the goods and services which the City desires to obtain and staff wishes to proceed with purchasing and installing Playground Equipment with Miracle Playsystems, Inc. without separate competitive bidding under Sourcewell Contract No. 010521-LTS; and

WHEREAS, Miracle Playsystems, Inc. has provided a written Quote to the City referencing Sourcewell Contract No. 010521-LTS and the City will enter into an agreement with Miracle Playsystems, Inc. for the removal of the existing play structure and the purchase and installation of a new play structure; and

WHEREAS, this project is funded using General Fund (100);

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

Section 1. The contract for the Replacement of the Play Structure at Memorial Park is awarded to Miracle PlaySystems, Inc. and the City Manager is authorized to execute the Agreement with Miracle PlaySystems, Inc. in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of June 10, 2025, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **Miracle PlaySystems, Inc.** a California 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 Agreement, Attachment A (Scope of Work), Attachment B (Performance Bond), Attachment C (Payment Bond), Attachment D (Worker's Compensation Insurance Certification), Attachment E (Guarantee Form), Attachment F (Certifications Regarding Department, Suspension, Proposed Debarment, or Suspension), Attachment G (Labor and Prevailing Wage Compliance), and Attachment H (General Provisions), Technical Specifications, Standard Plans and Specifications, Standard Forms, all required bonds, Exhibits, 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. If applicable to this Agreement's Scope of Work, 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: Memorial Park Play Structure Replacement (See Attachment A for the Scope of Work).

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, a maximum of **One Hundred Ninety-Eight Thousand, One Hundred Seventy-Three Dollars and Sixty-Four Cents ($198,173.64)**.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the billing and payment information below:

A. Consultant shall submit to the Public Works Director within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

At minimum, all invoices submitted by Consultant 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. Consultant's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term "applicable consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

D. Consultant shall pay when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated

taxes, and shall provide City with proof of payment upon request. Consultant agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section.

IIIII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

IVIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within ninety (90) Calendar Days, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. RESERVED (INTENTIONALLY LEFT BLANK)

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.

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 if the total amount of the contract is over $25,000.

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

If this contract is the subject of a competitively bid project or work, then the following may apply:

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 AND PREVAILING WAGE COMPLIANCE

A. In accordance with Attachment G the 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 (Attachment G).

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"IN ENTERING INTO A PUBLIC WORKS CONTRACT OR A SUBCONTRACT TO SUPPLY GOODS, SERVICES, OR MATERIALS PURSUANT TO A PUBLIC WORKS CONTRACT, THE CONTRACTOR OR SUBCONTRACTOR OFFERS AND AGREES TO ASSIGNING TO THE AWARDING BODY ALL RIGHTS, TITLE, AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER SECTION 4 OF THE CLAYTON ACT (15 U.S.C. SEC. 15) OR UNDER THE CARTWRIGHT ACT (CHAPTER 2 (COMMENCING WITH SECTION 16700) OF PART 2 OF DIVISION 7 OF THE BUSINESS AND PROFESSIONS CODE), ARISING FROM PURCHASES OF GOODS, SERVICES, OR MATERIALS PURSUANT TO THE PUBLIC WORKS CONTRACT OR THE SUBCONTRACT. THIS ASSIGNMENT SHALL BE MADE AND BECOME EFFECTIVE AT THE TIME THE AWARDING BODY TENDERS FINAL PAYMENT TO THE CONTRACTOR, WITHOUT FURTHER ACKNOWLEDGMENT BY THE PARTIES."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Contractor shall also, at Contractor's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services

undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Contractor's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

/////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

ATTACHMENT A

Scope of Work

Contractor shall perform all work and provide all parts and materials necessary to construct and install the play structure replacement and installation at Memorial Park, located within the City of Rocklin at 3980 Rocklin Rd.

Accordingly, Contractor shall timely supply the following products and perform the following Work to the City's reasonable satisfaction:

- Order and deliver play equipment designated in plan 23_3366_QuarryPark_006
- Supply and install temporary security fencing (approximately 230 linear feet)
- Rake back and reinstall EWF (approximately 8" across 2,659 square feet)
- Demolition and disposal of existing planting area (approximately 4 feet wide across, 175 square feet, 12" deep, includes 6" concrete curb to extend playbox)
- Demolition and disposal of existing play equipment and footings
- Play structure will be delivered and offloaded at time of install
- Install Miracle Play Systems play equipment per plan 23_3366_QuarryPark_006, which is attached and incorporated hereto as Attachment A-1
- Install UPC equipment per plan 23_3366_QuarryPark_006. Includes crane up to 110 ton material handler for placement of items within 70 feet of pick. Includes offload and placement of UPC items. In the event a larger crane is needed, there will be an additional charge which will be determined by the crane company at that time
- Approximately 50 cubic yards of CedarSafe certified engineered playground fiber
- Blown in installation of CedarSafe engineered playground fiber
- Certified Playground Safety Inspector (CPSI) Inspection and report

Contractor will use only those products and materials as specified herein, unless an equal or superior product is approved in advance in writing by City.

ATTACHMENT B
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 C

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 D

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 E

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_____

ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Contractor hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Contractor and all of its Principals, if any:

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 the effective date of this Contract, 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. 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).

Contractor shall provide immediate written notice to the City if, at any time prior to contract execution, Contractor 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 contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract.

CONTRACTOR:_____
Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT G

LABOR AND PREVAILING WAGE COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor

employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

ATTACHMENT H

CITY OF ROCKLIN
GENERAL PROVISIONS

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 – Not applicable

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 – RESERVED (INTENTIONALLY LEFT BLANK)

CHAPTER 3 - 3-9 - INSURANCE

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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.

3-9.06 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 – RESERVED (INTENTIONALLY LEFT BLANK)

CHAPTER 5 - CONTROL OF WORK AND MATERIALS

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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 INTENTIONALLY LEFT BLANK

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.

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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.

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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.

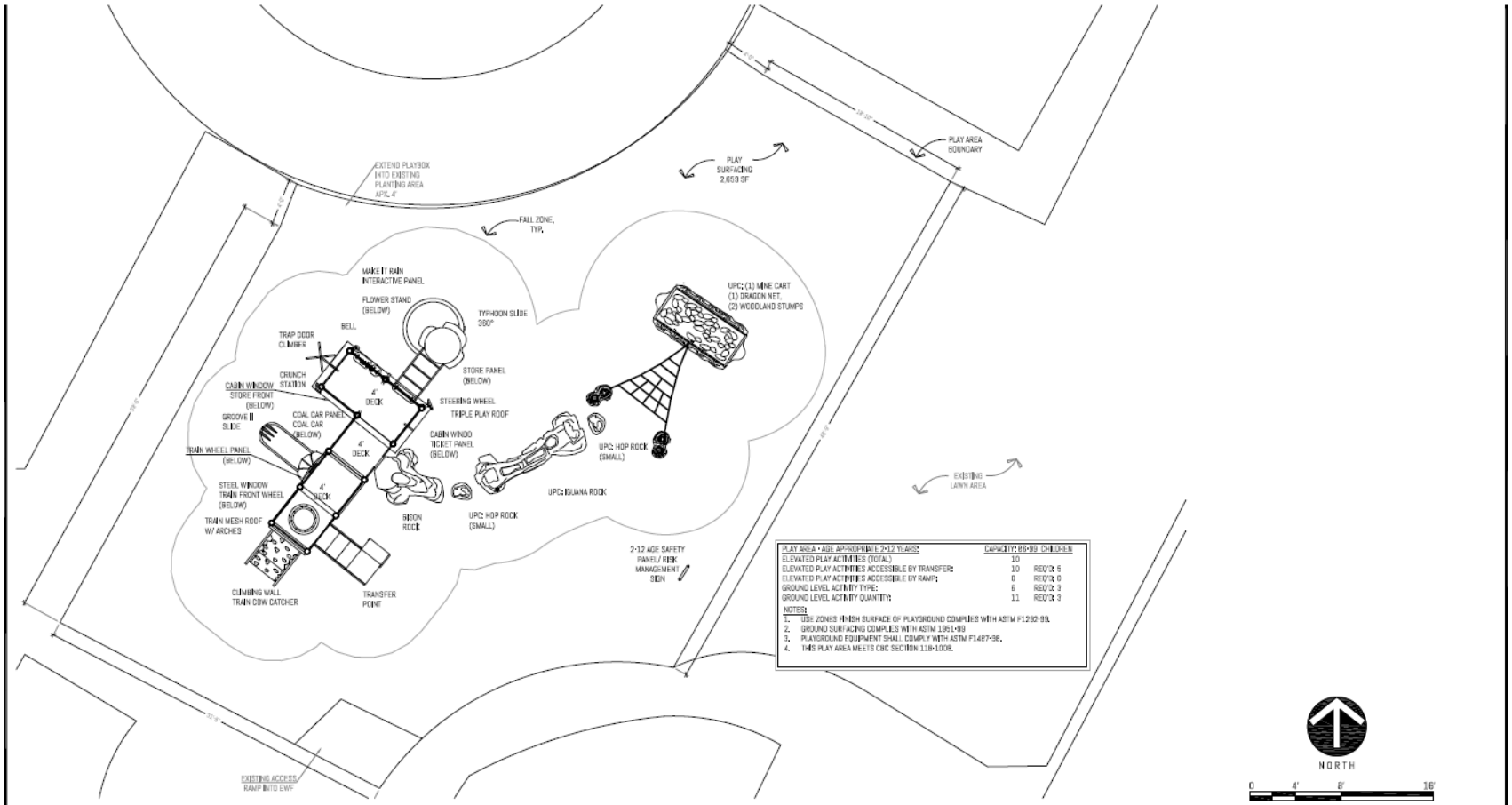
5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

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.



MIRACLE playsystems DESIGNING PLAY

Creating Fun Play Environments to Enrich Communities



Quarry Park	PERIMETER:	218' - 3" LF	VERSION 005
	SITE AREA:	2,659 SF	DATE: 1/16/2025
	CRITICAL FALL HEIGHT:	6'-02" CFH	DRAWN BY: CG
City of Rocklin	DESIGN CONCEPT		FILE: 23_3366_QUARRYPARK_006.DWG

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



Colors Used In Rendering:

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Brown Decks | Black | Gray-Stone | Metallic Gray | Forest Green | Brown

1/16/2025
23_3366_QuarryPark_006

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY



*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



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1/16/2025
23_3366_QuarryPark_006

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1/16/2025
23_3366_QuarryPark_006

Creating Fun Play Environments to Enrich Communities

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Sourcewell

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	PlayPower, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: W. Todd Brinker B286C633F68749C...
By: _____	By: _____
Jeremy Schwartz	W. Todd Brinker
Title: Director of Operations & Procurement/CPO	Title: Senior Vice President Global Sales & Marketing Outdoor Play
Date: 2/15/2021 | 10:36 PM CST	Date: 2/15/2021 | 2:23 PM CST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC... _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	PlayPower
Address:	11515 Vanstory Drive Suite 100 Huntersville, NC 28078
Contact:	Christine Stepp
Email:	christine.stepp@playpower.com
Phone:	570-259-5466
HST#:	431681424

Submission Details

Created On:	Tuesday November 17, 2020 12:27:42
Submitted On:	Tuesday January 05, 2021 16:13:14
Submitted By:	Christine Stepp
Email:	christine.stepp@playpower.com
Transaction #:	21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address:	149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.	*
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed $100M over the term of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.	*
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectrual Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%	*
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2018 2019 2020 CMAS $429,901.58 - - COA - $205,565.74 $55,895.35 COSTARS $102,812.68 $376,404.54 $351,116.88 DE USAGE $5,690.00 $17,322.82 $10,690.00 NJ STATE $295,687.34 $442,753.06 $239,850.35 PREP - $237,565.00 $561,812.00 SOURCEWEL $38,840,671.82 $29,092,389.51 $26,043,818.71 HGAC $1,192,953 $236,858 $87,436 NASPO $2,256,692 $946,192 $288,288 KPN $212,068 $15,496 $2,703	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	2019 2018 2017 GS-03F-072GA Miracle Recreation $14,061 $94,426 $157,563 GS-03F-055AA Little Tikes Commercial $41,812 $12,788 $74,698 GS-03F-0071T Playworld $8,680 $78,008 $84,356 GS-03F-0001U USA Shade $75,248 $183,919 $246,227	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)	*
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301	*
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	$580,000	$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	$25,000	$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	$16,666	$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	$15,833	$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to ltc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns •Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshows. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.	*
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual	*

look and feel of real rocks, trees and stumps. This product is unlike any other.
• Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
• EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
• EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
• NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
• PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:
PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM FI487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.
• PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
• PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials. • PlayPower meets ISO 9001, ISO 14001Standards • Other environmental initiatives: • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: Happy Playgrounds WBE AR, OK Imagine Nation WBE IL Jefcoat Recreation WBE MS Metro Recreation VOSB MD, WV Miracle of KY & TN WBE KY, TN Playworx VOSB FL, GA Recreation Plus DBE, SBE, WMBE CO, WY Site Specifics WBE MA Hahn Enterprises WMBE LA, AR MTS Recreation WBE VA Pelican Playground WMBE LA, MS Hasley Recreation WBE Al, GA Miller Recreation VOSB C. FL	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM FI487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. $500,000 - $999,999 1% rebate 2. $1,000,000 - $1,499,99 2% rebate 3. $1,500,000+ 3% rebate	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	(•) Yes ( ) No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	(•) Yes ( ) No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM FI487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

DocuSign Envelope ID: B2032579-9E24-4B50-BB1E-851252C5A9CD

CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.

DocuSigned by:
By: W. Todd Brinker
B286C633F68749C...

W. Todd Brinker

Title:

Date: 9/25/2023 | 4:14 PM CDT

Miracle Recreation Representative Listing
United States and Canada

MIRACLE RECREATION EQUIPMENT COMPANY LINK

2024 MIRACLE CATALOG LINK

WHY CHOOSE MIRACLE RECREATION VIDEO - SHAPING THE FUTURE OF PLAY

REP ORGANIZATIONS	TERRITORIES SERVICED	REP PRINCIPLE	MAILING ADDRESS	PHONE #	FAX #	E-MAIL ADDRESS	COMPANY WEBSITE
ASH RECREATION & DESIGN	AR; OK	Brian Ash	931 Monterey Court Monett, MO 65708	800-933-6484 417-393-5788 cell	N/A	brian@ashrecreation.com	https://www.miracle-recreation.com/
BOLAND RECREATION, INC.	IA , WI	Mark Boland	2347 Oak Park Rd. Marshalltown, Ia. 50158	641-752-7589 641-751-5338 cell	641-752-6604	iowaparkplace@mchsi.com	http://www.bolandrecreation.com/
CHURCHICH RECREATION & DESIGN (CRD OF HILTON HEAD)	SC; S. NC	Jeff Churchich	20 Towne Dr., PMB 186 Bluffton, SC 29910	843-757-3156 843-368-8170 cell	843-757-3150	jeff@churchichrecreation.com	https://churchichrecreation.com/
CHURCHICH RECREATION, LLC	CO; E WY; NE,	Kit Steven	PO Box 263 Alamo, CA 94507	510-893-2162 510-295-9507 cell	510-893-2163	kit@miracleplaygroup.com	https://www.miracleplaygroup.com/
CREATIVE RECREATION, LLC	CT; RI; S. E. MA	John Hollerbach	PO Box 330235 W Hartford, CT 06133-0235	860-953-5336	860-953-5337	john@creativerec.com	https://www.creativerec.com/
CUSTOM PLAY SYSTEMS, INC.	KS; W. MO	Greg Stein	5901 NE Diamond Circle Lee's Summit, MO 64064	816-795-7795	816-350-0080	gstein@customplaysystems.com	https://www.customplaysystems.com/
DENZAK RECREATIONAL DESIGN AND SUPPLY	W. NY	Joe Denzak	PO Box 15517 Syracuse, NY 13215	315-492-2631	315-492-2633	drecreat@twcny.rr.com	https://www.denzakrec.com/
GARRETT & COMPANY, INC	ID; UT; W. WY, MT	Vern Garrett	PO Box 57426 Murray, UT 84157	801-265-8443 801-232-4576 cell	801-263-1254	vern@garrettandcompany.com	https://garrettandcompany.com/
HASLEY RECREATION, INC	AL; GA	Eric Hasley	P.O. Box 489 Flowery Branch, GA 30542	770-965-4042	770-936-1970	ehasley@hasley-recreation.com	https://hasley-recreation.com/
HUTCHINSON RECREATION & DESIGN	E. MO; S. IL	Brad & Curt Hutchinson		314-436-5000	636-528-8413	brad@hutchinson-recreation.com curt@hutchinson-recreation.com	https://www.hutchinson-recreation.com/
MIRACLE RECREATION - REGIONAL SALES DIRECTOR	MS	Anthony Cordova	878 E Highway 60 Monett, MO 65708	801-674-0464	N/A	anthony.cordova@playpower.com	https://www.miracle-recreation.com/
KINCADE RECREATION	LA	Tracey Kincade	PO Box 1762 Livingston, TX 77351	936-328-9733 936-328-9733 cell	N/A	kincaderecreation@eastex.net	http://kincaderecreation.net/
LIBERTY PARKS & PLAYGROUNDS	DE; NJ	Joel Lyons	P.O. Box 53 Stratford, NJ 08084	877-808-1583 856-264-4008	888-324-3929	joel@lyonsrecreation.com	https://www.lyonsrecreation.com/
LYONS RECREATION	E. PA	Joel Lyons	P.O. Box 53 Stratford, NJ 08084	877-808-1583 856-264-4008	888-324-3929	joel@lyonsrecreation.com	https://www.lyonsrecreation.com/
MAINE RECREATION & DESIGN	ME	Eric Welzel	347 Lunt Rd. Brunswick, ME 04011	207-729-9368 207-751-4323 cell	N/A	eric@maine-playgrounds.com	https://www.maine-playgrounds.com/
MAY RECREATION EQUIPMENT & DESIGN	S.E. TX	Randy May	3 Sunspree Place The Woodlands, TX 77382	281-363-1908 800-964-6301	281-310-8812	randy@mayrecreation.com	https://mayrecreation.com/
METRO RECREATION	District of Columbia; MD; WV	Michael Slifer	4907 Camden Place N Jefferson, MD 21755	240-409-2870	240-490-5162	mike@metrorecreation.com	https://metrorecreation.com/
MILLER RECREATION EQUIPMENT & DESIGN	W. & C. FL	Joe & Susan Miller	2017 91st Street N.W. Bradenton, FL 34209	941-792-4580	941-794-2909	mrecfla@tampabay.rr.com	https://www.millerrecreation.com/

MIRACLE OF KY & TN	KY; TN	Tami Phillips	931 Commerce Drive Leitchfield, KY 42754	270-230-0221	270-230-0210	tami@miraclekytn.com	https://miraclekytn.com/
MIRACLE OF SOUTH FLORIDA	S. FL	Connie Brown	14451 Lexington Place Davie, FL 33325	954-520-4523 cell	954-473-1964	connieb@miracleofsouthflorida.com	https://www.facebook.com/people/Miracle-of-South-Florida/100057472839055/
Miracle Playgrounds of Indiana	IN	Megan Miller	PO Box 4045 Lawrenceburg, IN 47025	877-220-6705	N/A	megan@miracleofindiana.com	https://www.miracleindiana.com/
MIRACLE PLAYGROUND SALES, INC.	S. CA	Kelly Spence	9106 Pulsar Ct, Suite C Corona, CA 92883	951-695-4515	877-215-3869	kelly.spence@miracleplayground.com	https://www.miracleplayground.com/
MIRACLE PLAYGROUND SALES OF SOUTHERN CALIFORNIA LLC	S. & C. CA	Robert Fryhoff	9106 Pulsar Ct, Suite C Corona, CA 92883	951-695-4515 714-267-7457 cell	877-215-3869	rfryhoff@miracleplayground.com	https://www.miracleplayground.com/
MIRACLE PLAYGROUND SALES SW	AZ; NV	Monte Corley	9106 Pulsar Ct, Suite C Corona, CA 92883	951-695-4515 602-315-5144 cell	877-215-3869	monte@miracleplayground.com	https://www.miracleplayground.com/
MIRACLE PLAYSYSTEMS INCORPORATED	N. & C. CA , OR , WA	Kit Steven	PO Box 263 Alamo, CA 94507	510-893-2162 510-295-9507 cell	510-893-2163	kit@miracleplaygroup.com	https://www.miracleplaygroup.com/
PARK & RECREATION SUPPLY / TEAM REIL	N. IL	John Cederlund	17421 Marengo Road Union, IL 60180	815-923-2099 815-482-2510 cell	815-923-2204	john@getreil.com	https://getreil.com/
PARK PLACE RECREATION DESIGNS	S. TX	Bob Ahrens	PO Box 18186 San Antonio, TX 78218	210-821-5878 210-416-6482 cell	210-832-0115	bob@miracleparkplace.com	https://miracleparkplace.com/
PETTINELLI & ASSOCIATES, INC	NH; VT	Robert Pettinelli	PO Box 5814 Burlington, VT 05402	802-862-3002	802-862-3112	playgrdbob@aol.com	http://pettinelliandassociates.com/
PETTINELLI RECREATION, INC	S. NY; Long Island NY, NYC	Robert K. Pettinelli, Jr	199 Blessings Road Slingerland, NY 12159	518-461-5917	518-326-9859	robertk@pettinelliandassociates.com	https://pettinellirecreation.com/
PLAYGROUND EQUIPMENT SERVICES	OH	Eric Schmidt	3460 Oakmeadow Lane Cincinnati, OH 45239	513-923-2333	513-923-2444	eric@playgroundequipmentservices.com	https://www.playgroundequipmentservices.com/
REC AND ROLL, LLC	HI	Rory Otto	580 Dillingham Blvd. Honolulu, HI 96817	808-485-8885 808-630-1064 cell	N/A	Rory@nylawn.com	https://www.recandrollhawaii.com/
SITE CONCEPTS	VA; N. NC	Jack Huffman	PO Box 9309 Chesapeake, VA 23321	757-465-5701 757-383-8405 cell	757-465-5739	jack@siteconceptsva.com	http://www.siteconceptsva.com/
SITE SPECIFICS	N, W, C MA	Cindy Maak	PO BOX 325 Rochester, MA 02770	508-763-0207 508-633-0722 cell	508-763-0208	cindy@sitespecifics.net	https://www.sitespecifics.net/
SPORTS AND RECREATION ASSOCIATES, LLC	W. PA	Mark Ford	1950 Shady Plain Road Apollo, PA 15613	724-478-1775	724-478-1785	mford46928@aol.com	http://www.sportsrecassoc.com/
TRUE NORTH RECREATION	N. & Panhandle FL	Rich & Kim Falkowski	500 Alfani St Davenport, FL 33896	407-883-8463	N/A	miracle@truenorthrecreation.com	https://www.miracle-recreation.com/
WEBBER RECREATIONAL DESIGN	MN, ND, SD	Jay Webber	1442 Brooke Court Hastings, MN 55033	651-438-3630 612-581-4704 cell	651-438-3939	jwebber@webberrec.com	https://webberrec.com/
WEBUILDFUN, INC	C. TX, W TX, Tx Panhandle, NM, MI	Vince Allen	PO Box 29 Allen, TX 75013	972-727-0653 214-869-2197 cell	972-396-4994	va@webuildfun.com	https://www.webuildfun.com/

CANADA REP AGENCIES							
CANADIAN RECREATION SOLUTIONS	AB; BC; SK	Robert McCoy	#74, 52328 Hwy 21 Sherwood Park, AB T8B 1J9	780-465-0123	N/A	robert@canadianrecreationsolutions.com	
COASTLINE SPECIALTIES LIMITED	NL	John Pike & Seth Pike	46 Robin Hood Bay Road St. John's, NL A1A 5V3	709-726-9155	N/A	john@coastlinespecialties.ca seth@coastlinespecialties.ca	

PLAYGROUND PLANNERS	E. ON	Maryanne & Shannon Swinimer	14 Laurentide Road Nepan ON K2H 6T5	613-828-5502	N/A	shannon@playgroundplanners.com maryanne@playgroundplanners.com	
CRCS	N. ON & MB	Melissa Sheridan	103 Napa Valley Dr Sudbury, ON P3E 0G8	705-522-5555	N/A	Melissa@crcsrecreation.ca	
KETZA CONSTRUCTION	YT & NT	Eric Brohman	107 Platinum Road Whitehorse, YT Y1A 5M3	647-386-6447	N/A	ebrohman@ketza.ca	
PPLT CANADA	C. ON	Robb Wilson	P. O. Box 125 Paris ON N3L 3E7	519-757-7573	N/A	robb.wilson@playpower.com	
PPLT CANADA	S.W. ON	Loreen Warner	P. O. Box 125 Paris ON N3L 3E7	519-732-0072	N/A	loreen.warner@playpower.com	
PPLT CANADA	W. ON	Steve Howes	P. O. Box 125 Paris ON N3L 3E7	519-770-7717	N/A	steve.howes@playpower.com	
PPLT CANADA	S. & C. ON	Jake Hoogstraten	P. O. Box 125 Paris ON N3L 3E7	519-761-7752	N/A	jake.hoogstraten@playpower.com	
PPLT CANADA	Maritime Provinces; NS; PE; NB	Scott O'Reilly	76 Astour Drive Eastern Passage, NS B3G 1M7	902-471-1415	N/A	scott.oreilly@playpower.com	
TECHSPORT	QC	Casey Cameron	4994 Route 125 Rawdon, Quebec. J0K 1S0	514-796-3222	N/A	casey@techsport.ca	
PPLT CANADA	Any other Eastern territories	Michael Lovering	P. O. Box 125 Paris ON N3L 3E7	519-757-2767	N/A	michael.lovering@playpower.com	
PPLT CANADA	Any other Western territories	Lorraine Friesen	861 Raymer Road, Kelowna, British Columbia, Canada V1W 1J7	250-681-5117	N/A	lorraine.friesen@playpower.com	

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CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.

DocuSigned by:
By: W. Todd Brinker
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W. Todd Brinker

Title:

Date: 9/25/2023 | 4:14 PM CDT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Cooperative Purchase Authorization Increase

Date: June 10, 2025

Submitted By: Laurie York, Administrative Analyst
Veronica Tracy, Director of Parks and Recreation

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with Caterpillar Inc. (Holt of CA) for Various Parks and Landscape Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.

Background:
On July 1, 2024, the City Manager executed the Authorized Cooperative Purchase Agreements Memo for Fiscal Year (FY) 2024/25, which authorized departments to make on-going purchases of goods and services through cooperative purchase agreements consistent with Rocklin Municipal Code sections 3.04.090 (C) and (D). These sections allow for the use of cooperative purchasing programs and piggyback purchasing utilizing purchase agreements and contracts maintained by other governmental agencies. Per the memo, under the authorized cooperative agreements, the purchasing limit is set at $50,000 for Caterpillar Inc. (Holt of CA) for FY 2024/25 (Attachment 2).

Staff has identified additional needs for on-going Citywide operations for FY 2024/25, including equipment rentals, that can be made under these cooperative purchase agreements. These purchases were not included in the amounts previously authorized. Staff recommends increasing the purchasing authorization amount to $100,000 for Caterpillar Inc. (Holt of CA).

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

ATTACHMENTS:
1. Resolution
2. City Manager Authorizing Cooperative Purchase Agreements FY 2024/25

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO INCREASE THE PURCHASING AUTHORIZATION AMOUNT WITH CATERPILLAR INC. (HOLT OF CA) FOR VARIOUS PARKS AND LANDSCAPE PURCHASES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2024/25

WHEREAS, On July 1, 2024, the City Manager executed the Authorized Cooperative Purchase Agreements Memo for FY 2024/25, authorizing the purchase of various goods and services through cooperative purchase agreements under Rocklin Municipal Code sections 3.04.090(C) and (D); and

WHEREAS, the Memo authorized the use of various cooperative agreements, including Caterpillar Inc. (Holt of CA) up to $50,000; and

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

WHEREAS, staff recommends an increase in the total not-to-exceed amount by $50,000 with Caterpillar Inc. (Holt of CA) under the cooperative purchasing agreements listed in Exhibit A, bringing the new total to $100,000; and

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

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

Section 1. The City Manager may execute one or more contracts, including amendments, and including retroactive contracts or amendments, to purchase goods, services, or both within the scope of the description set forth in Exhibit A or as otherwise provided by the Cooperative Purchase Agreements, from Caterpillar Inc. (Holt of CA) through the Cooperative Purchasing Agreements listed in Exhibit A, provided that no single contract or transaction may exceed $75,000, the City Attorney approves each such contract or amendment as to form, and further provided that the total contract not-to-exceed amount of all such contracts shall not exceed $100,000.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Caterpillar Inc. (Holt of CA) Cooperative Purchase Agreements for FY 2024/25

Vendor Name	Not-to-Exceed - Amount	Cooperative Purchase Agreement	Description
Caterpillar Inc. (Holt of CA)	$100,000	Sourcewell #092222-CAT Sourcewell #011723-CAT Sourcewell #020223-CAT Sourcewell #062320-CAT Sourcewell #060122-CAT	Heavy construction and paving equipment, and machines, tools, and equipment rentals

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ROCKLIN
CALIFORNIA

DATE: July 1, 2024
TO: Aly Zimmermann, City Manager
Matthew McOmber, City Attorney
From: Megan Bressem, Management Analyst MB
CC: Daniel Choe, Deputy Director of Administrative Service DC
Tameka Usher, Director of Administrative Services
Avinta Singh, City Clerk
RE: Authorizing Purchasing of Goods and Services through Cooperative Purchase Agreements and Piggyback Purchasing within City Manager's Authority for Fiscal Year 2024/25

Throughout the year, City departments have a need for ongoing purchasing of goods and services for departmental operations. These purchases are necessary to ensure the continued delivery of programs and services Citywide. Staff reviewed historical Citywide expenditures for vendors associated with cooperative purchasing programs and piggyback purchasing and estimated the anticipated costs for goods and services for FY 2024/25.

Under the Rocklin Municipal Code, certain contracts require procurement through formal bidding or similar competitive bidding procedures. Some exceptions to this requirement are set forth in Rocklin Municipal Code section 3.04.090.

The City Manager may approve use of Cooperative Purchasing/Procurement for purchases of goods or procurement of services of up to $50,000 without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for the goods or services which the City desires to obtain, and participation in such an arrangement is agreeable to the bidder awarded the contract for amounts up to $50,000 (Rocklin Municipal Code section 3.04.090(C)(2)). A contract directly between the City and the vendor is still required for the purchase of goods or the procurement of services rendered through a cooperative purchasing arrangement, unless otherwise approved by the City Attorney. (Rocklin Municipal Code 3.04.090(C)(3)).

The City Manager may also approve use of Piggyback Purchasing, without prior competitive bidding, to contract for the purchase of goods or procurement of services of up to $50,000 with vendors who have been awarded contracts by government agencies (i.e., California Multiple Award Schedule (CMAS) contracts), for the purchase of goods or services under the competitive processes applicable to the government agency, within the past twelve months (Rocklin Municipal Code section 3.04.090(D)). A contract directly between the City and the vendor is required for the purchase of goods or the

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procurement of services rendered through a piggyback purchasing arrangement, unless otherwise approved by the City Attorney (Rocklin Municipal Code section 3.04.090(D)).

The City has arrangements/memberships with a number of cooperative purchasing programs which allow member public agencies to aggregate individual purchasing power and achieve greater volume discounts. Public agencies competitively solicit and award agreements which are then made available to other member agencies and nonprofit organizations. By using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases.

Vendors with anticipated costs up to $50,000 in FY 2024/25 have been identified. This Memorandum confirms that the City Manager authorizes use of the Cooperative Purchase or Piggyback contracts and their corresponding vendors in Exhibit A for the total combined purchases for each vendor in the amount up to $50,000 through June 30, 2025. The table in Exhibit A includes the cooperative purchase agreements/multiple award schedule contracts to be utilized, and a description of the goods and services to be procured. Authorizing the vendors and agreements through this memo streamlines the procurement process and allows for efficiency by obtaining the City Manager's authority to utilize the listed Cooperative Purchase or Piggyback contracts at one time rather than departments submitting separate requests on a contract-by-contract basis to utilize the Cooperative Purchasing/Procurement and Piggyback Purchasing exceptions on a case-by-case basis. Accordingly, if utilizing a Cooperative Purchase or Piggyback Contract as approved by the City Manager under this Memo, departments are not required to separately submit a Competitive Bidding Worksheet to the City Manager to obtain approval for use of such cooperative or piggyback agreements and are not required to separate competitive bidding.

Authorization is granted for Departments to make on-going purchases of goods and services from the vendors listed in Exhibit A, attached and incorporated herein, utilizing the identified cooperative purchase agreements and governmental agency contracts for piggyback purchasing without separate competitive bidding, up to $50,000 per vendor for Fiscal Year 2024/25. As noted above, a contract directly between the City and the vendor is still required in accordance with the Rocklin Municipal Code, all such contracts must still follow the City's internal contract review process, including use of the Contract Routing Checklist and City Attorney Instructions for Submitting Contracts.

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Exhibit A

Cooperative Purchase Agreements & Piggyback Contracts by Vendor for FY 2024/25

Vendor Name	Cooperative Purchase Agreement/ Piggyback Contract	Description
Aardvark	GSA #FA-07F-141DA	Ballistic personal protective gear, tactical gear, equipment and supplies
The ABY Manufacturing Group, Inc. dba Entenmann-Rovin Co.	Pavilion #240102 Pavilion #MA-060-20010430	Badges, awards and medals
ARC Document Solutions, LLC	CMAS #3-21-10-1057 GSA #GS-03F-142DA	Plotter service and supplies
Bobcat Company/Clark Equipment Company dba Bobcat Company/Clark Equipment Company dba Doosan Portable Power	NASPO ValuePoint #E194-81037 Sourcewell #031121-CEC Sourcewell #020223-CEC Sourcewell #020923-CEC	Light construction equipment and landscape and grounds maintenance equipment
Caterpillar Inc. (Holt of CA)	Sourcewell #092222-CAT Sourcewell #011723-CAT Sourcewell #020223-CAT Sourcewell #062320-CAT Sourcewell #060122-CAT	Heavy construction and paving equipment, and machines, tools, and equipment rentals
Cintas Corporation	OMNIA Partners #R-BB-19002 OMNIA Partners #222886	First aid/safety supplies
Clean Harbors Environmental Services, Inc. (Safety-Kleen Systems, Inc)	OMNIA Partners #2023-003937	Hazardous waste supplies and disposal
Crafco Inc.	Sourcewell #080521-CFC	Roadway maintenance supplies, equipment and services
Dave Bang Associates Incorporated of California/ PlayPower, Inc.	CMAS #4-22-06-1062 Sourcewell #010521-LTS	Parks bench replacements, Wabash benches
Deere & Company	CMAS #4-07-23-0007C GSA #GS-30F-0007T Sourcewell #031121-DAC	Vehicle equipment and parts
EPIC Business Essentials	OMNIA Partners #R190301	Office supplies
Exp Federal Inc. (Uline)	GSA #GS-21F-0147V	Shipping, industrial and packaging materials
Fastenal Company	OMNIA Partners #R192001 OMNIA Partners #2018.000208	Maintenance, repair, and operations supplies and equipment
Ford Motor Company	Sourcewell #101520-FMC	Genuine Ford parts for fleet vehicles

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Vendor Name	Cooperative Purchase Agreement/ Piggyback Contract	Description
Goodyear/The Goodyear Tire & Rubber Company	NASPO ValuePoint #24155	Tires
HD Supply Facilities Maintenance, Ltd./Home Depot U.S.A., Inc.	OMNIA Partners #16154	Maintenance, repair, and operations supplies, industrial supplies and related products and services
John Deere Shared Services LLC, DBA John Deere Construction Retail Sales (Pape Machinery Inc)	Sourcewell #011723-JDC	Vehicle equipment and parts
Kustom Signals, Inc.	NASPO ValuePoint #00218	Police radar/lidar speed enforcement and speed advisory systems, parts and accessories
Life Assist, Inc.	NPPGov #PS23120	EMS medical supplies and equipment
Lowe's Home Centers, LLC	OMNIA Partners #R192006	Maintenance, repair, and operations supplies, industrial supplies and related products and services
Mallory Safety and Supply LLC	OMNIA Partners #159498	Fire safety, equipment and supplies
Municipal Emergency Services, Inc./Lawmen Supply Company	NPPGov #PS20120 NPPGov #PS20070 NPPGov #PS20040	Fire PPE, equipment, and self-contained breathing apparatus
Musco Sports Lighting, LLC	Sourcewell #071619-MSL Sourcewell #041123-MSL	Sports lighting replacement parts and annual control link service fees
Neptune Technology (Authorized Retailer/Distributor/Dealer Ferguson Enterprises, Inc. dba Ferguson Waterworks)	OMNIA Partners #02-138	Plumbing supplies, HVAC products and building supplies
Nutrien Ag Solutions, Inc.	Pavilion #MA-080-22010352	Parks and landscape fertilizer, herbicide, and seed
O'Reilly Automotive Stores/O'Reilly Auto Enterprises, LLC, dba O'Reilly Auto Parts	Sourcewell #032521-ORA	Vehicle equipment and parts
Panasonic Connect North America (Stommel, Inc. dba Lehr)	NASPO ValuePoint #23019 NASPO ValuePoint #MNWNC-124 CMAS #7-23-70-55-10	MDT replacements and Cradlepoint NetCloud license renewal

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Vendor Name	Cooperative Purchase Agreement/ Piggyback Contract	Description
Parts Authority, LLC	CMAS #7-21-99-41-03	Vehicle equipment and parts
Ridgeline Technology/Synnex Corporation	CMAS #3-20-70-2506E	Public safety vehicle computer replacements
Ross Recreation Equipment, Inc.	NPPGov #PS21070	Recreation equipment, including swings
San Diego Police Equipment Co Inc	Statewide Contract CaleProcure #1-21-13-02A	Ammunition
SHI International, Corp./SHI International	CMAS #3-20-00-0526A CMAS #3-23-04-1001 CMAS #3-23-04-1003 Sourcewell #081419-SHI OMNIA Partners #2018011-02 OMNIA Partners #R220804	Fortigate firewall renewals
Snap-on Industrial, A Division of IDSC Holdings LLC	NASPO ValuePoint #OK-MA-818-900 Sourcewell #013020-SNP CMAS #4-21-03-1026	Fleet maintenance equipment and tools
Stryker Medical (formerly Physio-Control, Inc.)	NASPO ValuePoint #OK-SW-300	Lifepak automated external defibrillator (AED) devices
Sunbelt Rentals, Inc.	OMNIA Partners #R200601 Sourcewell #062320-SNB	Equipment and tool rentals
Tetra Tech, Inc./Advanced Management Technology, Inc.	CMAS #3-22-02-1005 GSA #GS-35F-037GA H-GAC #HP08-21	Any related services needed outside of the current contract for monitoring the City's inactive landfills, including additional monitoring and maintenance
Thyssen-Krupp Elevator	Sourcewell #080420-TKE	Elevator maintenance and repair
Traffic & Parking Control Co.	CMAS #4-08-78-0042A	Traffic control equipment and signs, and safety lighting
Verizon Business Services/MCI Communications Services Inc.	CMAS #3-21-09-1011	Communication services
W. W. Grainger Inc.	OMNIA Partners #MA3461 OMNIA Partners #2018.000207 Sourcewell #032620-WWG Sourcewell #101320-WWG Sourcewell #040220-WWG Sourcewell #080922-WWG Sourcewell #091422-WWG Sourcewell #090122-WWG	Maintenance, repair, and operations supplies and equipment

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DocuSigned by:
Aly Zimmermann
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Aly Zimmermann, City Manager

DocuSigned by:
3496B8242C674E3...

Matthew McOmber, City Attorney

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Senate Bill 1 Projects

Date: June 10, 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 Adopting a List of Projects for Fiscal Year 2025/26 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

Background:
Senate Bill 1 (SB 1) the "Road Repair and Accountability Act of 2017", was established during Fiscal Year (FY) 2017/18 and provides funds to California cities and counties for eligible basic road maintenance, rehabilitation, and critical safety projects on roadway systems within their jurisdiction. Prior to receiving the apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the State Controller, the City must submit a detailed list of proposed eligible projects to the California Transportation Commission (CTC) along with a City Council Resolution approving the list. The City of Rocklin manages 663 lane miles of roadway through a variety of funding sources, primarily gas taxes and SB 1 funding.

The CTC estimates that the City of Rocklin will receive approximately $1,878,790 in RMRA funds in FY 2025/26. The City Council Resolution (Attachment 1), which includes the SB 1 project list, is due to the CTC by July 1, 2025, with project expenditure reports due on December 1, 2025.

The City will submit two projects: (1) the Pavement Management Program; and (2) Sierra College Boulevard at I-80 Resurfacing. These projects are included in the City's 2026-2031 Capital Improvement Program.

Fiscal Impact:
There is no fiscal impact. The CTC has projected that the City of Rocklin will receive $1,878,790 in FY 2025/26 to be used toward eligible projects in the SB 1 Road Maintenance & Rehabilitation Fund (205).

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025/26
FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Rocklin are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City of Rocklin must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Rocklin will receive an estimated $1,878,790 in RMRA funding in Fiscal Year 2025/26 from SB 1; and

WHEREAS, this is the ninth year in which the City of Rocklin is receiving SB 1 funding, which will enable the City of Rocklin to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and increased access and mobility options for the traveling public; and

WHEREAS, the City of Rocklin used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Rocklin maintain and rehabilitate approximately 663 lane miles of streets and roads throughout the City; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that overall the City of Rocklin's streets are in "good" condition and this revenue will help to increase the overall quality of the road system; and

WHEREAS, the SB 1 project list and overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety will have significant positive benefits; and

WHEREAS, City staff has collaborated with State representatives to confirm the level of detail required by the State of the description of SB 1 projects, which details are reflected in this resolution.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Rocklin, State of California, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025/26 Road Maintenance and Rehabilitation Account revenues:

Project Title: Sierra College Boulevard at I-80 Resurfacing
Project Description: This project consists of a 4 inch remove and replace of existing asphalt.
Project Location: Sierra College Boulevard at I-80, between Granite Drive and Schriber Way.
Estimated Project Schedule: Start (05/2026) - Completion (09/2026)
Estimated Project Useful Life: 20 Years

Section 3. The following previously proposed and adopted projects may also utilize Fiscal Year 2025/26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Rocklin is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account Revenues:

Project Title: Pavement Management Program
Project Description: Perform various road resurface treatments, e.g., HDMB, Slurry, etc., as well as removing and replacing of degraded asphalt on roadways. These are done as part of general repairs and is necessary to preserve the roadways and prevent major rehabilitation in the coming years. Specifically, the Bluffs neighborhood will consist of a 3 inch remove and replace of existing asphalt.
Project Location: Various Roadways throughout the City of Rocklin including the Bluffs neighborhood which consists of roadways between Whitney Blvd., Stanford Ranch Road, and Midas Ave.
Estimated Project Schedule: Start (05/2025) – Completion (09/2025)
Estimated Project Useful Life: 20 years

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Landfill Methane Extraction System Operations, Maintenance, and Monitoring Services Contract Award

Date: June 10, 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 Awarding the Contract for the Rocklin Landfill Methane Extraction System Operations, Maintenance, and Monitoring Services to Tetra Tech Inc., and Authorizing the City Manager to Execute an Agreement.

Background:
In compliance with the Placer County Department of Health and Human Services Notice and Order 98-02 (the Order) and the associated Updated Work Plan for Installation of Gas Extraction System at the former City of Rocklin Landfill, the City is required to perform operations, maintenance, and reporting for the landfill gas extraction system located at 4420 Rocklin Road (Exhibit A to Attachment 2).

The Rocklin Landfill Methane Extraction System Operations, Maintenance, and Monitoring Services Request for Proposal was advertised on January 31, 2025, and February 7, 2025, with a submission date of February 26, 2025.The City did not receive any proposals by the submission date.

In light of the absence of responses, and in accordance with Rocklin Municipal Code section 3.04.090, subsection E(14), staff explored alternative options to ensure the timely progression of the required services. Tetra Tech, Inc., the firm that currently performing the monitoring and maintenance services, has a proven track record and familiarity with the City's requirements. Engaging Tetra Tech, Inc. directly is considered to be both time-efficient and cost-effective, given their expertise and prior experience.

The proposal submitted by Tetra Tech, Inc., is for an initial three (3) year period, retroactively effective April 22, 2025, through April 25, 2028, in an amount not to exceed $82,885. Staff has

reviewed the proposal for sufficiency and recommends that the City Council award the contract to Tetra Tech, Inc.

Environmental Analysis:
The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter "CEQA") requires analysis of agency approvals of discretionary "projects". Under Section 15378 of the California Code of Regulations, Title 14, Division 6, Chapter 3 ("CEQA Guidelines"), a "project" may include "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment."

The proposed landfill monitoring contract is not subject to review under CEQA pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Fiscal Impact:
The Boroski Landfill Monitoring Fund (Fund 727) will be used to cover Fiscal Year (FY) 2024/25 expenses; however, this fund will not be sufficient to cover all expenses in future years. Therefore, the majority of the costs are included in the FYs 2025/26 & 202627 Operating Budget in the General Fund (Fund 100).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Agreement for Services
3. Location Map

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE ROCKLIN LANDFILL METHANE EXTRACTION SYSTEM OPERATIONS, MAINTENANCE, AND MONITORING SERVICES TO TETRA TECH INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the Placer County Department of Health and Human Services Notice and Order 98-02 requires that the City of Rocklin perform operations, maintenance, and reporting services to the landfill gas extraction system at the former City landfill located at 4420 Rocklin Road, Rocklin, California; and

WHEREAS, the Rocklin Landfill Methane Extraction System Operations, Maintenance, and Monitoring Services consists of providing operations, maintenance, monitoring and reporting services of the soil vapor extraction system located at 4420 Rocklin Road; and

WHEREAS, the Request for Proposals for the services was advertised January 31, 2025, and February 7, 2025, with proposals to be submitted on February 26, 2025, however, no proposals were received by the submission date; and

WHEREAS, due to the absence of responses, and in accordance with Section 3.04.090(E)(14) of the City of Rocklin Municipal Code, staff explored alternative options to ensure the timely progression of the required services and determined that Tetra Tech, Inc., the firm that is currently performing the monitoring and maintenance services, has a proven track record and familiarity with the City's requirements; and

WHEREAS, the contract for services is for an initial three (3) year period, retroactively effective as of April 22, 2025, with an end date of April 25, 2028, and in an amount not to exceed $82,885.

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

Section 1. The contract for the Rocklin Landfill Methane Extraction System Operations, Maintenance and Monitoring Services is awarded to Tetra Tech, Inc. and the City Manager is authorized to execute the Agreement with Tetra Tech, Inc. in substantially the form attached hereto as Exhibit “A.”

Section 2. The City Manager is authorized to make any necessary budgetary adjustments in the Boroski Landfill Monitoring Fund (Fund 727), up to the amount specified for each applicable fiscal year as outlined in the Agreement. This includes transferring resources from the General Fund (Fund 100) to cover any shortfall within Fund 727, should one arise, provided that sufficient funds are available in Fund 100 to support such a transfer.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND TETRA TECH, INC. FOR ROCKLIN LANDFILL METHANE EXTRACTION SYSTEM OPERATIONS, MAINTENANCE, AND MONITORING SERVICES

This agreement is entered into between the City of Rocklin, through its through its Public Works Department ("City") and Tetra Tech, Inc. a Delaware Corporation ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of providing Rocklin Landfill Methane Extraction System operations, maintenance, and monitoring services on behalf of the City.

Section 1. RESPONSIBILITIES OF CONSULTANT

A. Pursuant to the terms and conditions of this agreement, the Consultant shall perform all work as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and to allow the City to maintain its project schedule pursuant to the Scope of Work, which is attached and incorporated herein as Exhibit A.

B. Consultant shall assign and utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall designate a project manager who at all times shall represent the Consultant 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 Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Consultant shall notify City in writing, of any other changes in Consultant'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 Consultant to perform services pursuant to this Agreement, because the City in its reasonable discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

C. Consultant agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Consultant's profession currently practicing in the geographic area under similar conditions on projects of similar type, size and complexity. Consultant is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Consultant represents that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession or provide any services under this Agreement. Consultant represents that Consultant shall, at its reasonable 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 Consultant to practice its profession or provide such services. If Consultant is an out of state corporation, Consultant further represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. The Consultant shall perform all work as expeditiously as is consistent with such professional skill and care and the orderly progress of the Consultant's obligations under this Agreement.

Section 2. **RESPONSIBILITIES OF CITY**

Pursuant to the terms and conditions of this agreement, City shall compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. **COMPENSATION**

A. Consultant shall be paid as set forth herein for the services described in this agreement.

PROJECT COST SUMMARY:

- Calendar year 2025: $26,816
- Calendar year 2026: $27,620
- Calendar year 2027: $28,449

CONTRACT CONTINUED ON NEXT PAGE

Phases / Tasks		Project Total		Task 1 Monitoring, Site Visits, and Reporting		Task 2 On-Call and Repair Services	
		178 hrs	$ 26,816.46				
Tetra Tech Labor	Hrly Rate	Tot Est. Hrs	Total Est. Cost	Hours	Cost	Hours	Cost
Project Manager - Keith D Hoofard	$202.00	36.0	$ 7,272.00	32.0	$ 6,464.00	4.0	$ 808.00
Staff Scientist/Engineer - RyanLilly	$113.00	140.0	$ 15,820.00	120.0	$ 13,560.00	20.0	$ 2,260.00
Project Control - Breanne M Reitler	$98.00	2.0	$ 196.00	2.0	$ 196.00	-	$ -
Subtotal Tetra Tech Labor		178.0 hrs	$ 23,288.00	154.0	$ 20,220.00	24.0	$ 3,068.00
		Markup	$1,047.96	4.50%	$909.90		$138.06
--Total Tetra Tech Labor			$ 24,335.96		$ 21,129.90		$ 3,206.06
Travel			Total Est. Cost		Cost		Cost
Mileage			$ 105.00		$ 70.00		$ 35.00
Subtotal Travel			$ 105.00		$ 70.00		$ 35.00
		Markup	$ 10.50	10.00%	$ 7.00		$ 3.50
--Total Travel			$ 115.50		$ 77.00		$ 38.50
Materials & Equipment			Total Est. Cost		Cost		Cost
Drive Belts			$ 120.00		$ 120.00		$ -
Lube			$ 180.00		$ 180.00		$ -
Synthetic Oil			$ 240.00		$ 240.00		$ -
Simple Green/Rags			$ 60.00		$ 60.00		$ -
Calibration Gas			$ 150.00		$ 150.00		$ -
Subtotal Materials & Equipment			$ 750.00		$ 750.00		$ -
		Markup	$75.00	10.00%	$75.00		
--Total Materials & Equipment			$ 825.00		$ 825.00		$ -
Other Direct Costs			Total Est. Cost		Cost		Cost
LEL Sensor			$ 600.00		$ 600.00		$ -
GEM 2000 Rent			$ 800.00		$ 800.00		$ -
Subtotal Other Direct Costs			$ 1,400.00		$ 1,400.00		$ -
		Markup	$140.00	10.00%	$140.00		
--Total Other Direct Costs			$ 1,540.00		$ 1,540.00		$ -
Project/Task --Total			$ 26,816.46		$ 23,571.90		$ 3,244.56
PROJECT Total			$ 26,816.46				

B. In no event shall the maximum amount payable under this agreement exceed $82,885.

C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

A. Consultant shall submit to City within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

At minimum, all invoices submitted by Consultant 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. Consultant's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term "applicable consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

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

Section 5. TERM OF AGREEMENT

A. The term of this agreement shall be for three years beginning May 15, 2025, and ending May 15, 2028. Notwithstanding the foregoing, City shall not be obligated for payments hereunder for any future City fiscal year unless or until the City Council appropriates funds for this agreement in the City's budget for that City fiscal year or fiscal years. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last City fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the City fiscal year commences on July 1 and ends on June 30 of the following year. City shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then City shall have the right to terminate this agreement for cause effective immediately upon the City giving written notice thereof to Consultant. If termination for cause is given by City to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

B. City may terminate this agreement without cause on thirty (30) days written notice to Consultant.

C. City may terminate this agreement immediately upon written notice should funding cease or be materially decreased during the term of this agreement.

D. City's right to terminate this agreement may be exercised by the City Manager.

E. Should this agreement be terminated, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to City.

F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination or incurred after as a direct result of the termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

E. 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 Consultant 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.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT

A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professionals currently practicing in the geographic area under similar conditions on projects of similar type, size and complexity. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Consultant be eligible for any other City benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION

A. To the fullest extent permitted by law and to the extent of Consultant's negligent performance directly related to the Work Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Consultant shall also, at Consultant's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, to the extent of Consultant's negligent performance directly related to the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be

interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor 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 Consultant, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

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

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

3. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Consultant has no employees, Consultant 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. Consultant is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

4. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.

If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Other Insurance Provisions**

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

1. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage**. For any claims related to this Contract, the Consultant'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 Consultant's insurance and shall not contribute with it.

3. **Umbrella or Excess Policy**. The Consultant 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 Consultant's primary and excess liability policies are exhausted.

4. **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. Further, in the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

5. **Waiver of Subrogation**. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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.

6. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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.

7. **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.

8. **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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

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

11. **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.

Section 12. <u>NOTICE OF CLAIM; APPLICABLE LAW; VENUE</u>

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect City, Consultant shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer County.

Section 13. <u>COMPLIANCE WITH LAWS; NON-DISCRIMINATION</u>

A. Consultant shall observe and comply with all applicable present and future federal

laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq*.), the Fair Employment and Housing Act (Government Code sections 12900, *et seq*.), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for City, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for damages directly caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

A. City, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or City. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after City makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Consultant agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

D. During performance of the agreement and for a period of three (3) years after completing all services, Consultant shall maintain all accounting and financial

records related to this Agreement, including but not limited to records of Consultant's costs for all services performed under this Agreement and records of Consultant'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.

Section 15. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

Section 16. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards in the same geographical area under similar conditions on projects of similar stye, size and complexity.

Section 17. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 18. LIMITATION OF LIABILTY

Regardless of any other terms herein to the contrary, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to City and any one claiming by, through or under City, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant 's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by Consultant under this Agreement, or three hundred fifty thousand dollars ($350,000), whichever is greater.

Section 19. NOTICES

A. Any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City: Public Works Director
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677
(916) 625-5500

If to Consultant: Tetra Tech, Inc.
2969 Prospect Park Drive, Ste. 100
Rancho Cordova, CA 95670
(916) 853-1860

B. Unless otherwise stated in this agreement, any written notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

Section 20. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any City decision which may affect Consultant's financial interests. If required by the City's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 23. 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.

CONSULTANT

By: _____
Mekaela Bennett, Environmental Restoration Group Manager

Section 24. 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, Consultant hereby represents that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

Section 25. OWNERSHIP OF WORK

To the extent Consultant's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character directly relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. City may use Consultant's such work products for any purpose whatsoever. City acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 26. USE OF CITY PROPERTY

Consultant shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 27. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be

reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

Section 28. LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, City and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

Date: _____

_____
Jill Gayaldo, MAYOR
City Council
City of Rocklin

ATTEST:

By: _____
City Clerk

Approved as to form:
MATTHEW McOMBER
City Attorney

By: _____
Matthew McOmber
City Attorney

CONSULTANT

Date: 5-19-2025

By: _____
Mekaela Bennett, Environmental
Restoration Group Manager

EXHIBIT A
Scope of Work

The Scope of Work is as follows:

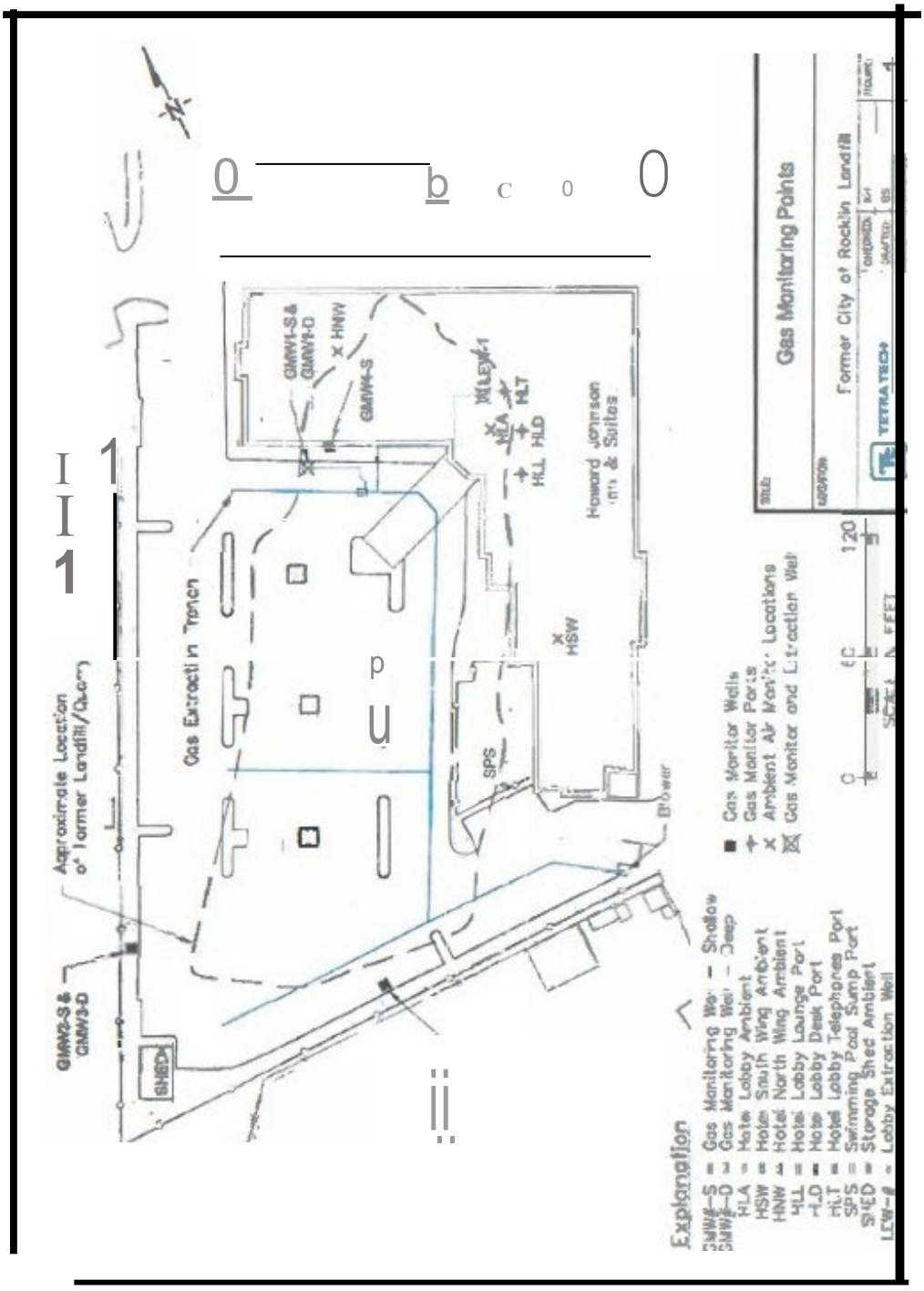
SCOPE OF WORK

Consultant understands and agrees that it shall perform all work and services as set forth in this Scope of Work and shall perform such work and services in accordance with the requirements in the Placer County Department of Health & Human Services Notice and Order 98-02 (the Order), and the associated Updated Workplan for Installation of Gas Extraction System, Former City of Rocklin Landfill, 4420 Rocklin Road, Rocklin, California (Workplan) on behalf of the City of Rocklin including but not limited to performance of operations, maintenance, and reporting for the Landfill gas extraction system at the former City landfill located at 4420 Rocklin Road, Rocklin, California (the Site).

Consultant shall perform the Order and Workplan require quarterly soil gas monitoring and reporting as follows:

- The soil gas monitoring locations required include the following (Figure 1):
- The seven (7) soil gas monitoring probes on the site (GMW1-S/GMW1-D, GMW2-S/GMW2-D, GMW3-S/GMW3-D and LEW-1). GMW1 and LEW-1 also function as extraction wells;
- The port adjacent to the swimming pool (SPS);
- The three ports in the hotel lobby floor (HLL, HLD, HL T);
- Ambient air in the storage shed (SHED);
- Ambient air in the hotel lobby (HLA), north wing (HNW) and south wing (HSW);
- The Hotel Continuous Monitor (HCM); and
- Continuous monitoring at soil gas monitoring well GMW4-S (compliance point installed on April 24, 2008)

SCOPE OF WORK CONTINUED ON NEXT PAGE


Gas Monitoring Points
Former City of Rocklin Landfill
TETRA TECH
Howard Johnson Inn & Suites
Gas Extraction Trench
Approximate Location of Former Landfill/Quarry
SHED
SPS
Blower
Explanation
Gas Monitor Wells
Gas Monitor Ports
Ambient Air Monitor Locations
Gas Monitor and Extraction Wells
Hotel Lobby Ambient
Hotel South Wing Ambient
Hotel North Wing Ambient
Hotel Lobby Lounge Port
Hotel Lobby Desk Port
Hotel Lobby Telephones Port
Swimming Pool Sump Port
Storage Shed Ambient
Lobby Extraction Well
FEET

The monitoring performed by Consultants at the above locations shall follow all established protocols and the monitoring results shall be reported to the Placer County Environmental Health Services quarterly.

Consultant shall ensure it smooth operations of the methane gas extraction system as it pertains to the services and work required by this agreement.

Tetra Tech will perform the following services, including but not limited to those identified as follows for system maintenance:

- Monthly Site visit for maintenance of the blower and water knockout system, including but not limited to lubrication, oil changes, and drive belt tensioning. As part of normal operational wear, the motor and blower require rebuilding or replacement roughly every 5 years (handled under a separate authorization when needed). Minimal water was generated in recent years, after the blower flow rate was reduced from 425 cubic foot per minute (CFM) to approximately 225 CFM in April 2009.
- On-call services for responding to emergency and unforeseen situations such as false alarms, power surges, and emergency conditions. On-call services typically involve minor system work such as restarting the system, follow-up visits to resample monitoring points with high readings, or minor repair work. If repairs or other responses are needed, which exceed the amount identified in Task 2 of the Fee Schedule, Tetra Tech will provide a change order proposal to the City of Rocklin for consideration, which the City in its sole discretion shall decide to authorize, modify, or decline. Such change order work will only be performed after City's written approval.

Consultant shall also perform the following tasks:

Task 1: Monitoring, Site Visits, and Reporting.
This task includes performing the required quarterly monitoring and reporting, as well as routine (monthly) site visits for system maintenance for the blower and water knockout system, including but not limited to lubrication, oil changes, and drive belt tensioning. Significant maintenance requirements, if any, will be provided under Task 2 On-Call Services. This task also includes calibration and routine replacement of methane monitoring sensors.

Task 2: On-Call and Repair Services.
On-call services are those required to respond to emergency and unplanned/unforeseen system conditions, such as false alarms, power surges, and emergency conditions. On-call services typically involve minor system work such as restarting the system, follow-up visits to resample monitoring points with high readings, or minor repair work. If repairs or other responses are needed, ***including but not limited to repairs for replacement of major system components,*** that exceed the amount identified in Task 2 of the Fee Schedule, the contractor will provide a change order proposal to the City of Rocklin for consideration, which the City in its sole discretion shall decide to authorize, modify, or decline. Such change work will only be performed after City's written approval. For cost estimate purposes, the fee identified under Task 2 of the fee schedule includes up to 24 hours of services related to on-call work during the contract year.

Location Map

ROCKLIN
CALIFORNIA



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2025/26

Date: June 10, 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 Ordering the Levy and Collection of Assessments for Lighting Maintenance District No. 1 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2025/26 Tax Roll (Lighting Maintenance District No. 1).

Background:
In accordance with the California Streets and Highways Code, Division 15, Part 2, section 22500 et seq. (the Landscaping and Lighting Act of 1972), the City of Rocklin established the Lighting Maintenance District No. 1 (the District). The District was formed for the purposes of maintaining street lights and safety lighting located within the District. A map of the District is included on page 8 of the Engineer's Report (Attachment 3).

The Landscaping and Lighting Act of 1972 (the Act), identifies the process required to annually levy and collect assessments to meet the needs of the District. The Act requires an annual Engineer’s Report to be prepared each fiscal year (FY) for which assessments are to be levied and collected. The report is to contain plans and specifications regarding improvements to be maintained, an estimated cost for maintaining the improvements, a diagram of the proposed assessment area and an assessment of the estimated costs.

For areas within the district created before the 1996/97 tax year, Proposition 218 requires any modification of assessment rates or methodologies to be brought to the voters. The maximum allowable tax for these areas has not changed since the 1996/97 tax year.

For FY 2025/26, budgeted expenses for the District will equal budgeted assessment revenue. The Engineer's Report (Attachment 3) shows that based on the budgeted needs of the District and depending on location, the District’s assessment rate for FY 2025/26 will be between

$11.05 and $125.15 for a single-family residential parcel.

Pursuant to the Act, in order for the City to levy and collect assessments for FY 2025/26 to pay for the cost of maintaining street lights and safety lighting for the District, it is necessary for the City Council to request the preparation of an Engineer's Report, approve or modify and approve the completed Engineer's Report, declare an intent to levy and collect assessments, and set and hold a hearing.

On February 25, 2025, the City Council adopted Resolution No. 2025-030 which ordered the preparation of the Engineer's Report. On May 13, 2025, the City Council adopted Resolutions No. 2025-089 and No. 2025-090, which approved the report and set the public hearing for June 10, 2025. A Notice of Public Hearing was published in the Placer Herald on May 23, 2025.

This item includes two resolutions for adoption. Resolution A (Attachment 1) would authorize staff to request that Placer County attach property tax liens ordering the levy and collection of assessments for the District and confirm a diagram and assessment. Resolution B (Attachment 2) is required by Placer County to levy and collect assessments and place liens on the 2025/26 tax roll on the City's behalf. It also indemnifies the County for any errors in those tax rolls submitted by the City.

Adoption of the attached resolutions will allow the City to levy and collect assessments for FY 2025/26 for the cost of maintaining street lights and safety lighting for the District.

Fiscal Impact:
The total assessment revenue for FY 2025/26 is proposed to be set at approximately $251,800 to meet the operational needs of the District. The District's budget is equal to the assessments for FY 2025/26.

ATTACHMENTS:
1. Resolution A
2. Resolution B
3. LMD No. 1 Engineer's Report

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR LIGHTING MAINTENANCE DISTRICT NO. 1
AND CONFIRMING A DIAGRAM AND ASSESSMENT

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a maintenance district that is known and designated as Lighting Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, the City Council has ordered the preparation of an Engineer's Report ("report") (Resolution No. 2025-030), and the report has been prepared and filed with this City Council pursuant to law for its consideration and, subsequently thereto, the City Council approved said report (Resolution No. 2025-089), and adopted the Resolution of Intention to order the levy and collection of assessments in said Maintenance District as set forth in said report and, further, proceeded to give notice of the time and place for public hearing on the question of the levy of the proposed assessment (Resolution No. 2025-090); and

WHEREAS, at this time, the City Council has heard all testimony and evidence and is desirous of proceeding with the levying of assessments.

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby orders the services and maintenance work to be done as set forth in the report as approved, and orders the levy and collection of the assessments as shown and set forth and described in said report.

Section 3. The diagram and assessment, as set forth and contained in said report, are hereby confirmed and adopted.

Section 4. The adoption of this Resolution constitutes the levy of the maintenance assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

Section 5. The City Treasurer shall place in a special fund known as the:

"LIGHTING MAINTENANCE DISTRICT NO. 1"

All monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 6. The City staff is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of this assessment shall be on file in the office of the City Clerk as Resolution No. 2025-089, and open for public inspection.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES,
ASSESSMENTS AND LIENS ON THE 2025/26 TAX ROLL
(LIGHTING MAINTENANCE DISTRICT NO. 1)

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin established the Lighting Maintenance District No. 1, for which annual assessments are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrants the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2025/26 tax rolls the City of Rocklin Lighting Maintenance District No. 1 assessments ("Assessments") as set forth in Rocklin City Council Resolution No. 2025-089.

Section 2. The City warrants and represents that the Assessments comply with all requirements of state law, including, but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

Section 3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any of the Assessments on behalf of the City.

Section 4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Assessments requested to be collected by the County for the City, or in any manner arising out of the City establishment and imposition of said Assessments. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's assessments, and that the City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the assessments, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin

Engineer's Report

Lighting Maintenance District No. 1

FISCAL YEAR 2025/2026

Intent Meeting: May 13, 2025
Public Hearing: June 10, 2025

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

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I. OVERVIEW

A. BACKGROUND

The City of Rocklin Lighting Maintenance District No. 1 ("the District") was formed for the purpose of maintaining streetlights and safety lighting located within the District. The 2025/2026 Engineer's Report for the District is submitted pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2025/2026 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2025/2026 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2025/2026 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2025/2026 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District; which consist of street lighting and safety lighting in the District. The total number of streetlights to be maintained in 2025/2026 will be 1,632.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are twenty (20) traffic signals, three (3) flashing beacons, ten (10) speed radar signs, nine (9) blinker signs and thirty-four (34) rectangular flashing beacons to be maintained in the District during Fiscal Year 2025/2026.

III. ESTIMATE OF COST

The City's budget for the District is shown below and details the estimated costs for Fiscal Year 2025/2026 as available at the time of preparation of this report.

The total cost of operating the District in 2025/2026 is as follows:

Estimated Street Lighting Costs	$228,900
Administrative Overhead	22,900
Total Costs	**$251,800**
Total Assessments [(1)]	**$251,800**

[(1)] Slight variance from Total Assessment in Table A of Section IV. Due to rounding.

The estimated cost of street lighting is based on the following assumptions:

1. Projected rates from PG&E; and
2. Updates to the street light inventory.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

The formula detailed below was used during the 1996/1997 assessment proceedings. In compliance with Proposition 218, the city will levy the 2025/2026 assessments using the methodology and data used in the previous year. There is no change in the assessment methodology.

The annual levy by Zone of Benefit for 2025/2026 is shown in Table A (page 6 of this report).

The annual assessment for lighting maintenance is calculated using the following formula:

Annual Assessment = I + J + K + L + M

Where,
I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K= Miscellaneous Energy Assessment
L= 1996-1997 Fixed Adjustment
M= Cost of Public Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

1996/1997 estimated energy costs for street lighting minus the difference between the 1995/1996 estimated and actual costs for street lighting energy, divided by the total number of assessable units per zone.

The Administrative Overhead is a flat $5.74 per parcel. This amount is 15% of the total cost of maintenance, divided by the total number of assessable units in the District as of 1996/1997.

The formula is as follows:

(Street Light Costs + Traffic Safety Light Costs + Reserve Capitalization)*.15/Total Assessable Units

The Miscellaneous Energy Assessment is calculated using the following formula, where the letter represents the column in the table:

Miscellaneous Energy Assessment=Total Estimated Costs/Total District EDUs

Equivalent Dwelling Units (EDUs) are assigned to each land use, as shown in the table below, based on the criteria assigned in a particular category. The total number of EDUs for the District is divided into the total cost of "Miscellaneous Energy", deriving a "per EDU" assessment.

EDU Assignments:

Land Use Category	Land Use	Unit	EDU per Unit
Residential	Single Family	DU	1.00
	Multi-Family	DU	0.63
	Mobile Home Park	DU	0.56
	Retirement	DU	0.28
Hotel / Motel		Room	0.69
Office		1,000 SF	1.75
Retail			
Low	Mini-Storage	1,000 SF	0.14
	Lumber Yard	1,000 SF	0.40
	Hardware	1,000 SF	0.59
	Auto Dealer	1,000 SF	0.95
Medium	Neighborhood	1,000 SF	1.38
	Regional Center	1,000 SF	1.66
	Supermarket	1,000 SF	1.69
	Specialty	1,000 SF	2.05
High	Restaurant	1,000 SF	3.02
	Convenient Market	1,000 SF	3.49
	Discount Club	1,000 SF	4.36
	Coffee Shop	1,000 SF	4.66
	Fast Food	1,000 SF	6.11
	Banks	1,000 SF	7.86
	Gas Station	Station	1.88
Industrial	Light Industrial	1,000 SF	0.92
	Heavy Industrial	1,000 SF	0.70
	Warehouse	1,000 SF	0.69
Golf Courses		Hole	4.27

The EDU assignments for parcels designated as other than single family residential, or vacant or undeveloped land can be found in the above table.

The 1996/1997 fixed adjustment was calculated using the following formula:

((Total Costs Per Zone/120,822)*15,000)/Total Parcels Per Zone *

*Fixed Adjustment per 1996/1997 calculation. This adjustment was derived by using a formula that allocates the 1996/1997 deficit reduction costs ($15,000) back to each zone of benefit based on the percentage of 1996/1997 lighting costs ($120,822) of the zone of benefit as compared to the District.

TABLE A
ANNUAL LEVY BY ZONE OF BENEFIT – 2025/2026
Lighting Maintenance District No. 1

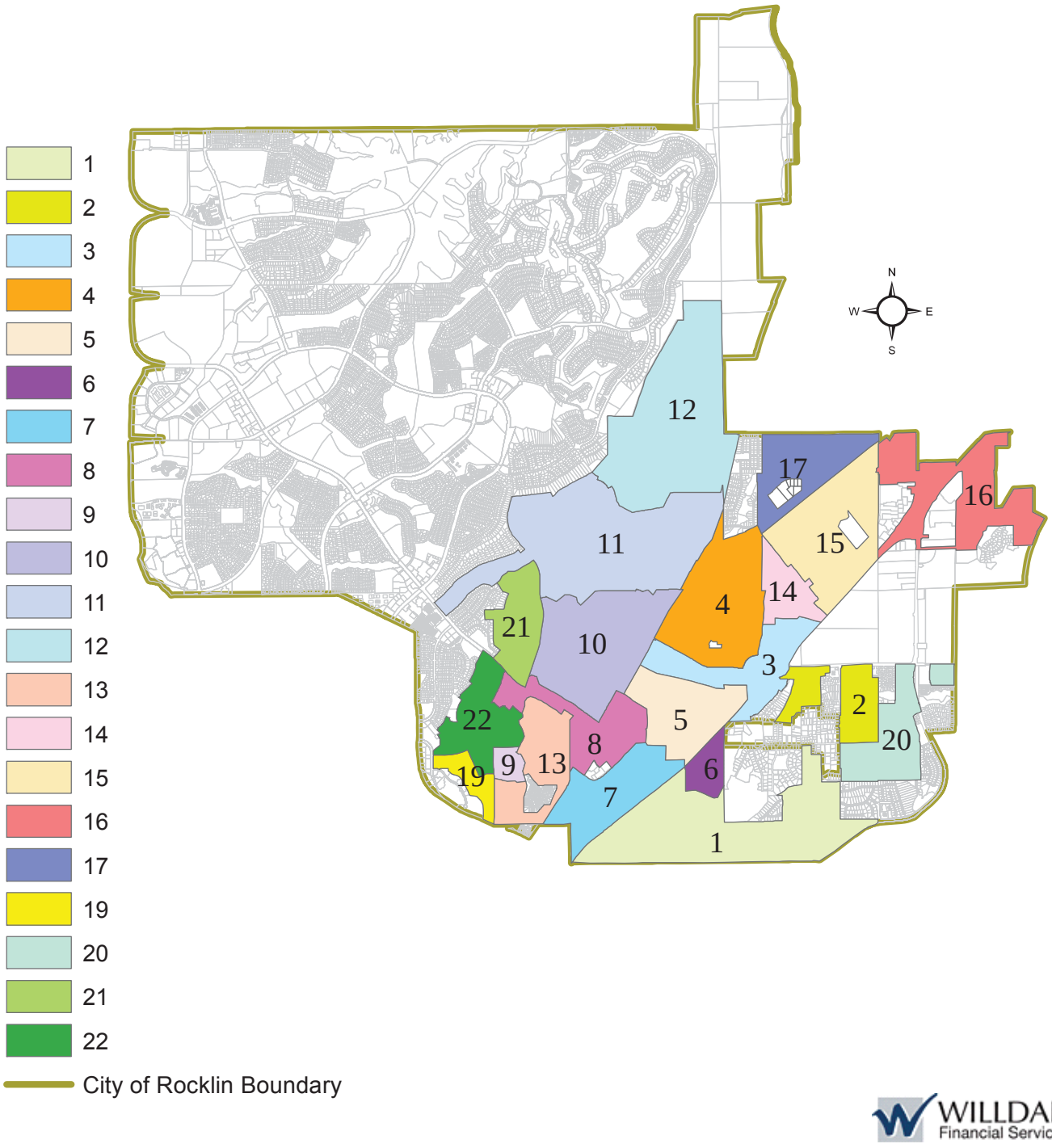
Zone	Total Levied Parcels	High Density EDU	High Density Assessment	EDU	Applied Assessment Rate ($)	Assessment ($)	Max Assessment Rate ($)	Total Assessment ($) [1]
1	408	0.00	0.00	408.00	$11.04	$4,504.32	$11.05	$4,504.32
2	169	39.17	440.08	164.00	$40.44	6,632.16	$40.44	7,072.24
3	131	857.11	9,528.80	63.00	$40.58	2,556.54	$40.58	12,085.34
4	520	301.62	4,312.90	455.00	$40.58	18,463.90	$40.58	22,776.80
5	101	335.95	7,364.98	80.00	$40.58	3,246.40	$40.58	10,611.38
6	75	0.00	0	75.00	$35.10	2,632.50	$35.11	2,632.50
7	460	238.87	3,218.78	409.00	$36.86	15,075.74	$36.86	18,294.52
8	103	557.66	7,281.26	74.76	$125.14	9,355.70	$125.15	16,636.96
9	24	0.00	0	24.00	$58.26	1,398.24	$58.27	1,398.24
10	457	89.21	960.72	441.00	$26.54	11,704.14	$26.54	12,664.86
11	910	18.00	385.20	901.00	$35.84	32,291.84	$35.85	32,677.04
12	392	6.17	55.58	391.00	$55.58	21,731.78	$55.59	21,787.36
13	438	255.26	2,283.34	427.00	$32.26	13,775.02	$32.27	16,058.36
14	133	281.33	3,177.76	106.00	$52.12	5,524.72	$52.12	8,702.48
15	66	990.87	8,316.92	14.00	$34.96	489.44	$34.97	8,806.36
16	15	106.46	887.62	13.03	$31.38	409.02	$31.38	1,296.64
17	35	410.46	3,100.94	10.00	$20.90	209.00	$20.90	3,309.94
19	73	0.00	0	73.00	$33.68	2,458.64	$33.69	2,458.64
20	292	310.69	2,396.12	286.00	$46.00	13,156.00	$46.00	15,552.12
21	279	4.73	45.60	278.00	$45.60	12,676.80	$45.61	12,722.40
22	598	2.94	33.10	597.00	$33.10	19,760.70	$33.11	19,793.80
Total	**5,679**	**4,806.50**	**53,789.70**	**5,289.80**		**$198,052.60**		**$251,842.30**

[1] Slight Variance from Total Assessment in City's Budget in Section III. due to rounding.

V. ASSESSMENT DIAGRAM

The Assessment Diagram for the District is shown below and it contains the zones of benefit for the District.

City of Rocklin
Lighting Maintenance District No. 1



WILLDAN Financial Services

VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2025/2026 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2025/26

Date: June 10, 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 Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2025/26 Tax Roll (Landscape and Lighting Maintenance District No. 2).

Background:
In accordance with the California Streets and Highways Code, Division 15, Part 2, section 22500 et seq. (the Landscaping and Lighting Act of 1972), the City of Rocklin established the Landscape and Lighting Maintenance District No. 2 (the District). The District was formed for the purposes of maintaining street lights, safety lighting, and all costs related to the maintenance of roadway landscaping located within the District. A map of the District is included on page 14 of the Engineer's Report (Attachment 3).

The Landscaping and Lighting Act of 1972 (the Act), identifies the process required to annually levy and collect assessments to meet the needs of the District. The Act requires an annual Engineer's Report to be prepared each fiscal year (FY) for which assessments are to be levied and collected. The report is to contain plans and specifications regarding improvements to be maintained, an estimated cost for maintaining the improvements, a diagram of the proposed assessment area and an assessment of the estimated costs.

For areas within the district created before the 1996/97 tax year, Proposition 218 requires any modification of assessment rates or methodologies to be brought to the voters. The maximum allowable tax for these areas has not changed since the 1996/97 tax year.

The maximum tax for areas annexed into the District after the 1996/97 tax year are based on a base year rate equivalent to the first year's actual utility and maintenance costs, increased by

an annual 4% inflationary factor.

For FY 2025/26, budgeted expenses for the District exceed budgeted assessment revenue by $314,300 due to increases in operating expenses. District reserves will cover the shortfall. The Engineer's Report (Attachment 3) shows that based on the budgeted needs of the District and depending on location, the District's assessment rate for FY 2025/26 will be between $5 and $1,585.11.

Pursuant to the Act, in order for the City to levy and collect assessments for FY 2025/26 to pay for the cost of maintaining street lights, safety lighting, and roadway landscaping for the District, it is necessary for the City Council to request the preparation of an Engineer's Report, approve or modify and approve the completed Engineer's Report, declare an intent to levy and collect assessments, and set and hold a hearing.

On February 25, 2025, the City Council adopted Resolution No. 2025-031 which ordered the preparation of the Engineer's Report. On May 13, 2025, the City Council adopted Resolutions No. 2025-091 and No. 2025-092, which approved the report and set the public hearing for June 10, 2025. A Notice of Public Hearing was published in the Placer Herald on May 23, 2025.

This item includes two resolutions for adoption. Resolution A (Attachment 1) would authorize staff to request that Placer County attach property tax liens ordering the levy and collection of assessments for the District and confirm a diagram and assessment. Resolution B (Attachment 2) is required by Placer County to levy and collect assessments and place liens on the 2025/26 tax roll on the City's behalf. It also indemnifies the County for any errors in those tax rolls submitted by the City.

Adoption of the attached resolutions will allow the City to levy and collect assessments for FY 2025/26 for the cost of maintaining street lights, safety lighting, and roadway landscaping for the District.

Fiscal Impact:
Total assessment revenue for FY 2025/26 is proposed to be set at approximately $2,830,600 to meet the operational needs of the District. Based on the District's budget, this level of funding will leave the District with a deficit of $314,300 for FY 2025/26. The deficit will be covered by the existing fund balance.

ATTACHMENTS:
1. Resolution A
2. Resolution B
3. LLMD No. 2 Engineer's Report

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2 AND CONFIRMING A DIAGRAM AND ASSESSMENT

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a maintenance district that is known and designated as: Landscape and Lighting Maintenance District No. 2 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, this City Council has ordered the preparation of an Engineer's Report ("report") (Resolution No. 2025-031), and the report has been prepared and filed with the City Council pursuant to law for its consideration and, subsequently thereto, the City Council approved said report (Resolution No. 2025-091), and adopted the Resolution of Intention to order the levy and collection of assessments in said Maintenance District as set forth in said report and, further, proceeded to give notice of the time and place for public hearing on the question of the levy of the proposed assessment (Resolution No. 2025-092); and

WHEREAS, at this time, the City Council has heard all testimony and evidence and is desirous of proceeding with the levying of assessments.

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

Section 1. The above recitals are all true and correct.

Section 2. The City Council hereby orders the services and maintenance work to be done as set forth in the report as approved, and orders the levy and collection of the assessments as shown and set forth and described in said report.

Section 3. The diagram and assessment, as set forth and contained in said report, are hereby confirmed and adopted.

Section 4. The adoption of this Resolution constitutes the levy of the maintenance assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

Section 5. The City Treasurer shall place in that special fund known as the:

"LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2"

All monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 6. The City staff is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of this assessment shall be on file in the office of the City Clerk as Resolution No. 2025-091, and open for public inspection.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES,
ASSESSMENTS AND LIENS ON THE 2025/26 TAX ROLL
(LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2)

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin established the Landscape and Lighting Maintenance District No. 2, for which annual assessments are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrants the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2025/26 tax rolls the City of Rocklin Lighting Maintenance District No. 2 assessments ("Assessments") as set forth in Rocklin City Council Resolution No. 2024-091.

Section 2. The City warrants and represents that the Assessments comply with all requirements of state law, including, but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

Section 3. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the Assessments on behalf of the City.

Section 4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Assessments requested to be collected by County for City, or in any manner arising out of the City establishment and imposition of said Assessments. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's assessments, and that City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the assessments, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 10th day of June, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin

Engineer's Report

Landscape and Lighting Maintenance District No. 2

FISCAL YEAR 2025/2026

Intent Meeting: May 13, 2025
Public Hearing: June 10, 2025

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I. OVERVIEW

A. BACKGROUND

The City of Rocklin Landscaping and Lighting Maintenance District No. 2 ("the District") was formed for the purpose of maintaining streetlights, safety lighting, and all related costs of maintenance of roadway landscaping located within the District. The 2025/2026 Engineer's Report for the District is submitted for review pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2025/2026 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2025/2026 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2025/2026 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2025/2026 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District, which consist of street lighting, safety lighting, and all related costs for the maintenance of roadway landscaping in the District. The total number of streetlights to be maintained in 2025/2026 will be 2,924.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are fifty-two (52) traffic signals, three (3) flashing beacons, four (4) speed radar signs and eighteen (18) blinker signs to be maintained in the District during 2025/2026.

Landscaping maintenance costs consist of labor, materials, water, electric (for landscape water meters), contract and professional services, and equipment associated with the maintenance of landscaping. The cost of operating irrigation timers for roadway landscaping is also included in this category of expense. There are one hundred fifty-four (154) irrigation controllers. Maintenance costs will be allocated to the "benefit zones" of the District based on the level of maintenance required by each zone.

III. ESTIMATE OF COST

The City's budget for the District shown below details the estimated costs for Fiscal Year 2025/2026, as available at the time of preparation of this report.

Estimated Landscape Maintenance Costs	$1,396,700
Estimated Signals and Lights Costs	1,258,700
Estimated Administrative Overhead	461,200
County Collection Fee	28,300
Total Costs	**$3,144,900**
Reserve Contribution	(314,271)
Total Assessments*	**$2,830,629**

* Levy will be slightly less than the budgeted amount due to the rounding of parcels to the nearest even penny in order to be placed on the Secured Roll.

Details of total costs:

Labor/Benefits	$844,300
Materials/supplies	125,500
Utilities	402,900
Services	661,400
Communications	611,700
Travel, Training	7,500
Fleet Services	122,200
Repair and Maintenance	287,000
Rentals	7,000
Collection Fees	28,300
Equipment	5,000
Miscellaneous	500
Administrative Overhead	41,600
[1] **Total**	**$3,144,900**

Proposed maintenance includes:
Replacement/repair of existing landscape, walls, and fences.

[1] Costs exceed expenses due to an increase in operating expenses. This expense will be paid from District reserves.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

Assessments are listed by Zone of Benefit in the attached Table A. All assessments were created by the calculations described below in June of 1996, except in Zones of Benefit 42 through Zone of Benefit 86. Zones of Benefit 42-54 and 56-86 were established by resolution following a landowner election. Zone of Benefit 55 was established at the time of annexation into the City in accordance with Local Agency Formation Commission findings. All zones have been assigned a base year assessment, and zones 42 through 86 are adjusted annually by 4 percent to reflect inflationary increases.

Unit Assignment Tables

For all "planned" parcels located in zones 24, 32, 33, 34, 35, and 36 (Stanford Ranch), and for developed commercial and multi-family parcels located in zones 23, 30, 52, 54, and 56 an Equivalent Dwelling Unit (EDU) total has been assigned to each parcel. An EDU is defined for taxing purposes as a single-family detached house on a single lot. The standard EDU is based on an average density of 5.3 single-family units per acre for an approved final large lot subdivision map. All other uses are compared to the single-family dwelling unit in establishing the number of taxable units assigned to a parcel of land.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Condominium	1.0	per unit
Duplex, Triplex	0.8	per unit
Multi-Family	10.0	per acre
Developed Non-Residential		
Business/Professional	10.0	per acre
Commercial	10.0	per acre
Industrial	6.0	per acre
Undeveloped Parcels	5.3	per acre

For parcels located in zone 58 and zone 67, the following EDU factors have been designated and only those parcels within these two zones that are in their final map phase prior to June 30th of the current year are subject to the upcoming fiscal year's assessment.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre

For parcels located in zones 59 through 86 the following EDU factors have been designated for each land use:

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre
Undeveloped Non-Residential		
Commercial	5.3	per acre

Zone 55

For all parcels located in the Atherton Tech Center/Herman Miller Property (zone 55), an Equivalent Taxing Unit (ETU) total has been assigned to each parcel. An ETU is defined for taxing purposes as a Final Use Parcel. A Final Use Parcel is a parcel that has been subdivided to its final lot size. Parcels not determined to be Final Use Parcels are assigned an ETU factor based upon estimated future development. The Herman Miller property (now owned by William Jessup University) was determined to have an ETU assignment of 28 ETUs.

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 were calculated as detailed below.

The annual assessment for landscaping and lighting is calculated using the following formula:

Annual Assessment = I + J + K + L + M

Where,

I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K = Traffic Safety Lighting Assessment
L = Landscape Maintenance Assessment
M = Cost of Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

(G-(D-E))/C

Where,
G = 1996-1997 Estimated Street Light Maintenance Costs
D = 1995-1996 Estimated Street Light Maintenance Costs
E = 1995-1996 Actual Street Light Maintenance Costs
C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone

The Administrative Overhead of $3.33 per Equivalent Dwelling Unit represents 15% of the total 1996-1997 lighting maintenance costs for District 1, divided evenly by the number of assessable 1996-1997 EDUs in District 1. See the 1996-1997 Engineer's Report for District 1 EDU figures.

The Traffic Safety Lighting Assessment is calculated using the following formula:

Traffic Safety Lighting Assessment = Total Cost of Maintenance for Traffic Safety/Total EDU's

The Landscape Maintenance Assessment is calculated using the following formula:

Landscape Assessment = Cost of Landscape Maintenance per Zone / total EDUs per zone

B. ASSESSMENT RATES

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 for the purposes of this report were established in June of 1996 and have not changed. In compliance with Proposition 218, the City will levy the 2025/2026 assessments using the same methodology used in the previous year. There has been no change in the assessment methodology since the 1996-1997 assessment proceedings.

Zones of Benefit 42 through 54 and 56 through 86

Assessments in Zones of Benefit 42 through 54 and 56 through 86 were assigned a base year assessment in the year of the zone's formation with a 4% inflation rate to be added to the base levy in each year after the base year. The base year and base assessment are shown below:

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
42	Stanford Ranch Lot 34	98-269	1999-2000	$117.00
43	Andrea Court	98-168	1998-1999	$158.00
44	Parcel 38 Stanford Ranch	98-222	1998-1999	$101.00
45	Reedy Subdivision	98-332	1999-2000	Single Family = $88.00 High Density = $21.00
46	Sunset West/R.C.Collet	99-105	1999-2000	$28.54
47	Sunset West/Cresleigh	99-106	1999-2000	$29.53
48	Sunset West-Diversified Investors/Syncom Homes/Cresleigh/Kaufman and Broad	99-373	2000-2001	$33.88
49	Sunset West Lot 49A, B & C	00-176	2000-2001	$61.37
50	Quarry Ridge Units 1-4	00-346	2001-2002	$73.87
51	Yankee Hill Estates Units 1-6	01-299	2002-2003	$90.21
52	Rock Eight Units 1-3	02-140	2002-2003	$69.05
53	Quarry Ridge Units 6 & 7	02-236	2003-2004	$57.27
54	Sunset West Lots 1 & 2A	03-047	2003-2004	$28.83
56	Sierra Valley Oaks	03-237	2004-2005	$50.53
57	Parcel K- Stonegate	04-037	2004-2005	$52.49
58	Whitney Oaks	05-070	2005-2006	$124.68
59	Blue Oaks	05-170	2006-2007	$67.08
60	Orchard Creek	06-036	2006-2007	$34.53
61	Croftwood	06-055	2006-2007	$310.44
62	Granite Lakes Estates	07-060	2007-2008	$159.84
63	Rocklin Executive Office Park	07-252	2008-2009	$243.05
64	Sierra College Center	07-307	2008-2009	$184.55
65	Meyer Court	08-219	2008-2009	$65.18
66	Pacific Tech Center	08-121	2008-2009	$92.23

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
67	Whitney Ranch Phase II SD-2006-06A	11-155	2011-2012	$66.02
68	Sierra College Interchange Rocklin Commons DL 2006-7	13-30	2013-2014	$77.68
69	Sierra College Interchange Rocklin Crossings DL 2006-7	13-31	2013-2014	$58.60
70	Sunset West Parcel 48 SD-2006-02	2013-119	2013-2014	$47.57
71	Sunset West Parcel 39 SD-2006-04	2013-184	2013-2014	$75.47
72	Rocklin Del Rio Self Storage DL-2009-01	2014-7	2013-2014	$9.13
73	Rocklin 60 SD-2005-07	2014-242	2014-2015	$379.95
74	Arco Station DR-2013-11	2014-88	2014-2015	$256.98
75	Avalon SD-2013-01	2014-246	2014-2015	$357.15
76	Parklands South SD-2013-03	2014-266	2014-2015	$371.46
77	Center at Secret Ravine DL-2009-03	2015-79	2015-2016	$96.56
78	Brighton Subdivision SD-2014-0002	2015-220	2015-2016	$279.57
79	Garnet Creek SD-2013-10	2015-216	2015-2016	$79.87
80	Spring Valley Phase 1 Village 1 SD-2013-07	2015-223	2015-2016	$207.49
81	Audi Rocklin SD-2013-06	2015-307	2015-2016	$79.82
83	Parklands North 2016-04	2016-04	2015-2016	$455.86
85	Granite Drive Estates 216-99	2016-41	2016-2017	$10.23
86	Spring Valley Village Phase I 2016-64	2016-64	2016-2017	$206.24

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

Annual Assessment = I + J + K + L

Where,
I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K = Traffic Safety Lighting Assessment
L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/C**

Where,
G = Estimated Street Light Maintenance Costs for the year in which the zone was formed
C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone for the year in which the zone was formed or, in the case of zone 58, the number of anticipated Equivalent Dwelling Units once the zone is fully developed.

The Traffic Safety Assessment and Landscape Maintenance Assessment are calculated using the same formulas applied in Zones of Benefit 23 through 41. The assessments are calculated using the same data used in the year in which the zone was created.

Zone of Benefit 55

Assessments in Zone of Benefit 55 were assigned a base year assessment in the fiscal year following the zone's annexation with a 4% inflation rate to be added to the base levy in each year after the base year. A study conducted by City staff determined that the costs of maintenance in Zone of Benefit 55 would be approximately the equivalent to assessments collected under the 2002-2003 Placer County CSA#28 - Zone 47 assessment methodology. The base assessment was determined to be equivalent to the area's prior year assessment as determined by the methodology applied by the Placer County CSA #28 - Zone 47.

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

Annual Assessment = (I x A) + L

Where,
I = Street Lighting Maintenance Assessment
A = Gross Assessable Acreage
L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/B**
Where,
G = Estimated Street Light Maintenance Costs
B = Gross assessable acres in the benefit zone

The Landscape Maintenance Assessment is calculated using the following formula:

Landscape Assessment = Cost of Landscape Maintenance per zone / ETUs per zone

Zone of Benefit 55 allows for the assessments on a common area to be reapportioned to the parcels receiving benefit from that common on the basis of land area.

TABLE A
ESTIMATED UNITS AND EDU'S – 2025/2026
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 2

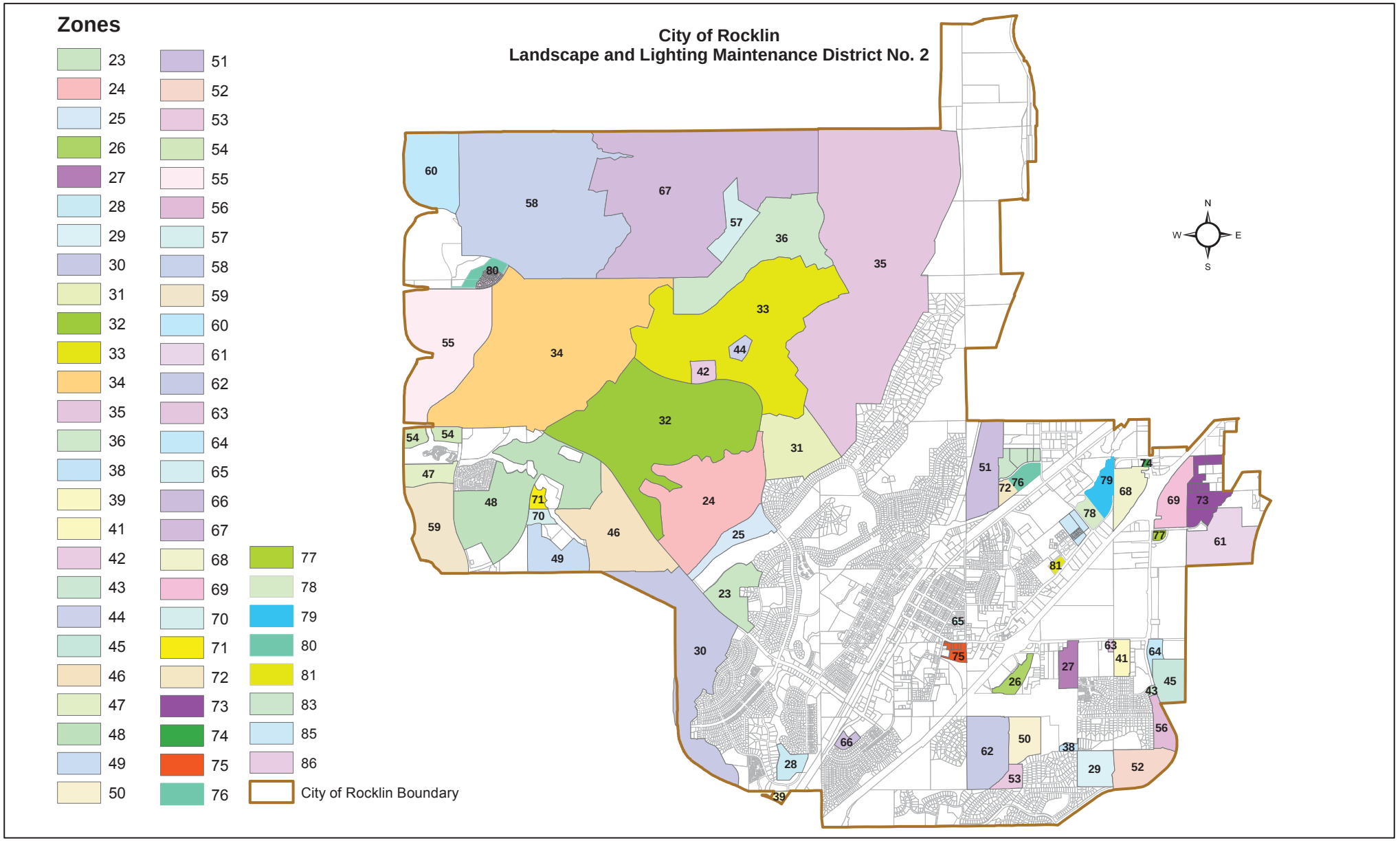
Zone	Total Parcels FY 2025/2026	Total EDUs FY 2025/2026	Maximum Assessment Rate Per EDU	Applied Rate per EDU	Total FY 2025/2026 Levy
23	198	268.02	$48.30	$48.30	$12,945.36
24	1,052	1,277.55	$90.46	$90.38	$115,467.30
25	132	132.00	$50.78	$50.78	$6,702.96
26	37	37.00	$8.79	$8.78	$324.86
27	73	73.00	$24.12	$24.12	$1,760.76
28	123	123.00	$72.61	$72.60	$8,929.80
29	80	80.00	$34.79	$34.78	$2,782.40
30	887	1,633.32	$49.57	$49.56	$80,955.14
31	291	291.00	$60.09	$60.08	$17,483.28
32	746	2,024.78	$84.76	$84.76	$171,620.18
33	1,148	1,354.34	$89.50	$89.50	$121,213.36
34	1,187	3,075.17	$71.83	$71.83	$220,878.96
35	1,854	1,854.00	$5.00	$5.00	$9,270.00
36	512	657.38	$87.73	$87.72	$57,666.84
39	93	0.00	$0.00	$0.00	$0.00
41	76	76.00	$36.10	$36.10	$2,743.60
42	101	101.00	$324.29	$324.28	$32,752.28
43	8	8.00	$455.58	$455.58	$3,644.64
44	65	65.00	$291.21	$291.20	$18,928.00
45	140	140.00	$243.97	$243.96	$34,154.40
46	519	535.79	$79.08	$79.08	$42,370.36
47	176	176.00	$81.93	$81.92	$14,417.92
48	1,031	1,030.00	$90.29	$90.28	$92,988.40
49	258	258.00	$163.58	$163.58	$42,203.64
50	62	62.00	$189.37	$189.36	$11,740.32
51	198	198.00	$222.35	$222.34	$44,023.32
52	95	96.10	$170.19	$170.18	$16,354.32
53	30	30.00	$135.73	$135.72	$4,071.60
54	9	57.24	$68.33	$68.33	$3,911.34
55	37	174.61	$1,585.11	$1,585.11	$276,783.30
56	70	70.00	$115.12	$115.12	$8,058.40
57	109	109.00	$119.58	$119.58	$13,034.22
58	1,850	1,853.08	$273.19	$273.18	$506,223.72
59	167	451.23	$141.32	$141.32	$63,766.10
60	12	440.24	$72.75	$72.75	$32,028.80

Zone	Total Parcels FY 2025/2026	Total EDUs FY 2025/2026	Maximum Assessment Rate Per EDU	Applied Rate per EDU	Total FY 2025/2026 Levy
61	139	139.00	$654.05	$654.04	$90,911.56
62	50	110.00	$323.80	$323.80	$35,617.96
63	7	3.13	$473.43	$473.43	$1,482.92
64	1	54.01	$359.49	$359.48	$19,415.78
65	9	9.00	$122.08	$122.08	$1,098.72
66	7	41.02	$179.65	$179.65	$7,369.74
67	1,566	1,547.00	$114.33	$114.32	$176,853.04
68	18	199.49	$124.37	$124.37	$24,809.74
69	20	261.71	$93.82	$93.82	$24,554.00
70	62	61.00	$76.16	$76.16	$4,645.76
71	50	48.00	$120.83	$120.82	$5,799.36
72	1	50.88	$14.61	$14.61	$743.72
73	169	169.00	$584.92	$584.92	$98,851.48
74	1	6.73	$395.66	$395.66	$2,662.76
75	76	76.00	$549.82	$549.82	$41,786.32
76	66	66.00	$571.85	$571.84	$37,741.44
77	4	18.82	$142.93	$142.93	$2,689.96
78	74	74.00	$413.83	$413.82	$30,622.68
79	79	79.00	$118.23	$118.22	$9,339.38
80	130	130.00	$307.14	$307.14	$39,928.20
81	1	24.59	$118.15	$118.15	$2,905.38
83	76	76.00	$674.78	$674.78	$51,283.28
85	76	81.82	$14.56	$14.56	$1,191.28
86	89	89.00	$293.54	$293.54	$26,125.06
Total	**16,197**	**22,227.05**			**$2,830,629.40**

Note: EBU, Maximum and Applied Rates are rounded to two decimal places. Levy for individual parcels are rounded to the nearest even pennies as required by Placer County.

V. ASSESSMENT DIAGRAM

The map showing benefit zone boundaries is attached to the Report.


Zones
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City of Rocklin Boundary
City of Rocklin
Landscape and Lighting Maintenance District No. 2
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VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2025/2026 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fiscal Year 2024/25 Third Quarter Reports: Financial, Building, Capital Improvement Program, and Strategic Plan Update

Date: June 10, 2025

Submitted By: Zonousia Lee, Budget Officer
Daniel Choe, Administrative Services Deputy Director
Andrew Keys, Assistant City Manager

Department: Administrative Services - Finance

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended March 31, 2025, Amending the Fiscal Year 2024/25 Operating Budget.
B. Receive the Quarterly Building Report and the Capital Improvement Program Progress Report for the Quarter Ended March 31, 2025.
C. Receive an Update on the 2023-2025 Strategic Plan Regarding Progress Made on the Work Plan for the Quarter Ended March 31, 2025.

Background:

Fiscal Year (FY) 2024/25 Third Quarter Financial Report

The quarterly financial report provides an overview of the City of Rocklin's financial position as of March 2025. The City's departments and the Finance Division evaluate budget-to-actual performance to ensure fiscal stability, identify potential concerns, recommend necessary adjustments, and implement operational changes as required. This process ensures that the City remains financially sound while proactively addressing any emerging issues. The Quarterly Financial Report for the quarter ended March 31, 2025 is included as Exhibit A to the Resolution (Attachment 2).

Through this review, staff has identified necessary adjustments to the Fiscal Year (FY) 2024/25 Operating Budget to align budgetary requirements with contracts and actions previously approved by the City Council. Details are outlined in Exhibit B to the Resolution (Attachment 3).

Other Quarterly Reports

As part of this quarterly report, the Quarterly Building Report, previously submitted to City Council as a standalone item, is included as Attachment 4. The inclusion of this report in the Third Quarter Financial Report streamlines reporting by aligning building activity data with related revenue trends and financial performance indicators. For the third quarter, from

January through March of 2025, 706 permits were issued, and $3.1 million in fees were charged.

Additionally, a Capital Improvement Program (CIP) Progress Report (Attachment 5) has been created to provide a status update of the CIP, and will be provided on a quarterly basis going forward.

2023-2025 Strategic Plan Update

On May 9, 2023, the City Council endorsed the 2023–2025 Strategic Plan and the accompanying Two-Year Work Plan. These documents were developed collaboratively by the City Council and City staff following a Strategic Planning Workshop held on March 22, 2023. The Strategic Plan is structured around five strategic outcomes, or “Pillars,” each supported by guiding directional statements that informed the development of the Work Plan.

The Two-Year Work Plan, which spans from July 1, 2023, through June 30, 2025, outlines specific projects and programs aligned with the strategic priorities identified by the City Council. These initiatives are considered key focus areas and are supported by dedicated resources to ensure meaningful progress throughout the duration of the plan.

The attached Strategic Plan Program Update (Attachment 6) summarizes progress made on the Work Plan from January through March 2025. It tracks staff-recommended and City Council-approved initiatives and highlights key advancements across all five strategic pillars.

City staff remain committed to implementing the Council’s strategic vision and continuing the progress toward a thriving, future-focused Rocklin.

Fiscal Impact:

There is no additional fiscal impact to the staff recommendation. Sufficient funds are available in their respective funds in FY 2024/25 Operating Budget to support the staff recommendations as reflected in Exhibit "B".

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - FY2024/25 Third Quarter Financial Report
3. Resolution Exhibit B - Budget Amendments
4. Quarterly Building Report - January through March 2025
5. Capital Improvement Program Progress Report
6. Strategic Goals Matrix January through March 2025

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE QUARTERLY FINANCIAL REPORT FOR THE QUARTER ENDED MARCH 31, 2025, AMENDING THE FISCAL YEAR 2024/25 OPERATING BUDGET

WHEREAS, the quarterly financial report provides an overview of the City of Rocklin's current financial position, and in connection therewith, City departments with the Finance division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate actions, recommend any necessary mitigating plan, if needed, and to make operational changes as required. The Quarterly Financial Report for the quarter ended March 31, 2025 is attached hereto as Exhibit A; and

WHEREAS, as part of this review, staff has identified areas requiring operational changes as well as the necessary budget amendments based on the appropriations previously approved by the City Council from the Fiscal Year (FY) 2024/25 budget to date. The recommended budget adjustments are attached hereto as Exhibit B.

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

Section 1. The City Council of the City of Rocklin accepts the Quarterly Financial Report for the quarter ended March 31, 2025 as reflected in Exhibit "A," attached hereto and incorporated herewith by reference.

Section 2. The FY 2024/25 Operating Budget is amended as outlined in Exhibit "B," attached hereto and incorporated herewith by reference.

PASSED AND ADOPTED this 10th day of June 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Fiscal Year 2024/25 Quarterly Financial Report
For the Quarter Ended March 31, 2025

The quarterly financial report provides an overview of the City of Rocklin's (City) current financial position. The City departments and the Administrative Services - Finance Division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate action, any necessary mitigating plans, or operational changes required.

On June 25, 2024, the City Council adopted Resolution No. 2024-174 approving the Fiscal Year (FY) 2024/25 Operating Budget, totaling $115 million for operations and capital improvement programs for all funds, and $66.9 million in the General Fund. Year-to-date General Fund expenditure budget through March 31, 2025 is $81.9 million, as amended. This reflects the City Council approved budget amendments and carryforward funds from FY 2023/24 to support projects, grants, and equipment purchases continued from the prior year.

Economic Development Update

Labor Market Data

The City of Rocklin's unadjusted unemployment rate was at 4.0% in March of 2025, with a labor force of 36,500 and employment at 35,100. The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 4.7% in March 2025, which is slightly higher than 4.6% from the prior year. This compares with an unadjusted unemployment rate of 5.2% for California and 3.8% for the nation during the same period. The unemployment rate was 4.9% in El Dorado County, 4.1% in Placer County, 4.7% in Sacramento County, and 5.6% in Yolo County.

Between March 2024 and March 2025, total jobs in the region increased by 7,100 or 0.7%.

- Private education and health services sector continue to lead in job growth, adding 9,900 jobs. Specifically, healthcare and social assistance contributed 9,400 jobs, while private educational services accounted for an additional 500 jobs.
- Government employment increased by 2,000 jobs year over year. This growth was entirely driven by local government, which added 2,600 jobs. In contrast, state government lost 400 jobs, while the federal government lost 200 jobs.
- During the same period, professional and business services experienced the largest annual job decline, losing 3,100 jobs. However, administrative and support and waste services added 400 jobs, and management of companies and enterprises added 200 jobs.

- While some industries added jobs, the financial activities sector declined by 1,200 jobs. This decline includes a reduction of 700 jobs in real estate and rental and leasing, and 500 jobs in finance and insurance.

Between February 2025 and March 2025, combined employment in the region increased by 2,400 for a total of 1,095,900 jobs.

- Government employment led month-over-month job growth, with local government adding 1,600 jobs and state government adding 900 jobs. Federal employment remained unchanged.
- Employment in private education and health services increased by 1,100 jobs, bringing the regional total to 207,300. Healthcare and social assistance accounted for the majority of the gain, adding 900 jobs, while private educational services contributed 200 jobs.
- Four other major industry sectors reported job gains: other services (up 400 jobs), leisure and hospitality (up 300 jobs), professional and business services (up 200 jobs), and farm employment (up 200 jobs).
- Trade, transportation, and utilities recorded the largest month-over job decline, losing a total of 1,600 jobs. The decrease was driven by losses in transportation, warehousing, and utilities (down 1,100 jobs) and retail trade (down 500 jobs). Employment in wholesale trade remained unchanged.

Residential Real Estate

Between March 2024 and March 2025, the median home price for detached single-family homes in Rocklin declined by 2.3%, from $688,000 to $672,000. Despite this decline, market activity remained strong, with increases in inventory, sales, and homes under contract compared to both the prior month and the same period last year. While median prices remained relatively stable, average prices rose 7.6% month-over-month, and the average days on market dropped to 33 days, down 5.7% from the previous year. These indicators suggest the market remained competitive, with homes retaining value and selling faster, therefore confirming March 2025 as a seller's market.

General Fund Revenues

The following chart reflects the current fiscal year's budget-to-actual revenue received through March 31, 2025, and the comparative budget-to-actual revenues from the prior year for the same period.

General Fund Revenue Summary
For the Quarter Ended March 31, 2025

Revenue Category	Revised Budget FY 2023/24	Revenues through 03/31/2024	% Received FY 2023/24	Revised Budget FY 2024/25	Revenges through 03/31/2025	% Received FY 2024/25
Property Tax	24,006,800	13,486,500	56.2%	25,213,600	14,189,980	56.3%
Sales and Use Tax	20,737,300	12,489,111	60.2%	20,024,200	12,879,142	64.3%
Transient Occupancy Tax	1,338,000	643,298	48.1%	1,018,000	746,802	73.4%
Building Permits	3,515,300	2,253,346	64.1%	3,881,900	2,592,305	66.8%
Franchise	2,465,100	940,043	38.1%	2,802,900	933,585	33.3%
Other Revenues	13,639,200	9,753,832	71.5%	13,824,449	11,179,335	80.9%
Total	**$ 65,701,700**	**$ 39,566,130**	**60.2%**	**$ 66,765,049**	**$ 42,521,149**	**63.7%**

General Fund operating revenues are within budgetary expectations as of March 31, 2025. Year-to-date through March 31, the City's General Fund revenue is $42.5 million, which is 63.7% of General Fund total resources. Revenues collected through the third quarter is consistent with prior years.

Property Tax. Property taxes are the largest General Fund revenue source, accounting for approximately 38% of all General Fund revenues. Property taxes fluctuate based on real estate market conditions, new construction activity, and adjustments to the tax roll. Year-to-date through March 31, property tax revenues are $14.2 million, up 5.9% from the prior year. The total reflects the first property tax revenue disbursement received in January 2025, with the second significant property tax disbursement expected in May 2025.

Sales and Use Tax. Sales and use taxes account for approximately 30% of General Fund revenues. These taxes are applied to the retail sale, use, or storage of tangible personal property. As of March 31, year-to-date sales tax revenues total $12.9 million, or 64.3% of the budget, compared to $12.5 million (60.2% of budget) at the same point last year. Budget is lower, but actuals appear to be higher year over year. This growth reflects moderate increases in key areas, including the statewide and countywide sales tax pools. Online shopping continues to be a strong contributor to sales tax revenues. Staff is also closely monitoring the autos and transportation sector, which historically represents one of the largest sources of local sales tax revenue. While tariff concerns could trigger a temporary increase in vehicle purchases, many consumers may delay auto purchases due to ongoing uncertainty in federal policy.

Looking ahead, the economic outlook remains uncertain. High interest rates, early signs of labor market strain, and the continued rise of ecommerce are reshaping traditional sales tax patterns. Additionally, budget-conscious consumers are reducing discretionary spending, particularly on fine dining and entertainment. Given the volatility of sales tax revenues, staff will continue to track collections closely for any signs of over or under performance relative to budget expectations.

Transient Occupancy Tax. Transient occupancy taxes (TOT) make up only 1.5% of General Fund revenues. This tax is imposed on guests as part of their room rates and is collected by the lodging provided on behalf of the City. TOT authorized by the City of Rocklin Municipal Code 5.24 and under State Revenue and Taxation Code Section 7280, as an additional source of non-property tax revenue to local government. The tax is applied once a guest is charged rent by an operator for lodging purposes at a rate of ten percent (10%) as of January 1, 2023. Year-to-date through March 31, TOT revenues are $746,802 (73.4% of budget), compared to $643,298 (48.1% of budget) from the prior year. At this time, TOT revenue appears to be on track to meet budget.

Building Permits. Building permit revenue through March 31 is $2.6 million (66.8% of budget), compared to $2.3 million (64.1% of budget) one year ago, reflecting an increase of approximately 15% from the prior year. Despite the typical slowdown in winter months due to weather, permit activity has remained steady, with a moderate increase contributing to higher revenues year-over-year. Building permit revenues through March 31 have been supported by a mix of commercial development and continued residential activity. While the City is nearing build-out in single-family residential areas, permit activity related to new onstruction, as well as alterations and improvements to existing homes,

has contributed to the revenue growth. At this time, building permit revenue is slightly below projections; however, with development activity typically increasing during the summer months, revenues are expected to meet budget. Staff will continue to monitor for signs of above or below budget performance.

Franchise Tax. Franchise tax revenue includes fees from gas, electric, garbage, and telecommunications services. Year-to-date revenue through March 31 is $933,585 (33.3% of budget), compared to $940,043 (38.1% of budget) for the same period last year. While revenue is slightly below the prior year, payments are historically collected in April, and current trends indicate that franchise tax is on track to meet budget.

Other Revenues. Other General Fund revenues through March 31, 2025, total $11.2 million (80.9% of budget), compared to $9.8 million (71.5% of budget) for the same period last year. Despite this increase, revenues are tracking similarly to last year. The rise is primarily due to the timing of accounting transfers, which were previously recorded at year-end but are now allocated quarterly.

Department Revenues and Expenditures

The following charts reflect comparative budget to actual information for the General Fund departments.

General Fund Department Revenue Summary
For the Quarter Ended March 31, 2025

Revenue Category	Revised Budget FY 2023/24	Revenues through 03/31/2024	% Received FY 2023/24	Revised Budget FY 2024/25	Revenges through 03/31/2025	% Received FY 2024/25
City Manager	125,000	36,397	0.0%	166,500	-	0.0%
Community Development	4,741,300	3,363,530	70.9%	5,179,000	3,916,132	75.6%
Fire	2,819,500	573,563	20.3%	3,028,000	711,793	23.5%
Parks & Recreation	2,479,000	1,380,819	55.7%	2,564,500	1,333,567	52.0%
Police	1,564,800	611,625	39.1%	1,673,749	603,345	36.0%
Public Works	245,200	209,097	85.3%	200,500	173,777	86.7%
Total	**$ 11,974,800**	**$ 6,175,030**	**51.6%**	**$ 12,812,249**	**$ 6,738,613**	**52.6%**

Year-to-date General Fund department revenues through March 31, 2025 is $6.7 million (52.6% of budget) compared to $6.2 million (51.6 % of budget) one year ago. At this time, department revenues appear to be in line with the budget.

General Fund Department Expenditure Summary
For the Quarter Ended March 31, 2025

Department	Revised Budget FY 2023/24	Expended through 03/31/2024	% Expended FY 2023/24	Revised Budget FY 2024/25	Expended through 03/31/2025	% Expended FY 2024/25
City Council	99,400	71,817	72.3%	131,200	109,949	83.8%
City Manager	2,810,058	990,923	35.3%	3,325,198	1,829,078	55.0%
City Attorney	1,429,617	762,006	53.3%	1,160,050	911,785	78.6%
City Clerk	329,000	182,720	55.5%	425,127	301,977	71.0%
Administrative Services	6,150,891	3,733,261	60.7%	6,990,537	4,404,068	63.0%
Community Development	6,446,715	3,339,678	51.8%	6,931,341	3,484,219	50.3%
Fire	16,047,149	10,636,348	66.3%	14,425,680	10,048,818	69.7%
Parks & Recreation	9,639,908	3,790,706	39.3%	9,898,496	4,179,784	42.2%
Police	24,864,197	16,139,190	64.9%	25,541,653	16,564,647	64.9%
Public Works	5,661,658	3,860,919	68.2%	4,907,410	2,428,024	49.5%
Non Departmental	4,523,350	1,708,116	37.8%	8,250,500	5,615,432	68.1%
Total	**$ 78,001,943**	**$ 45,215,684**	**58.0%**	**$ 81,987,192**	**$ 49,877,781**	**60.8%**

Departments have expended approximately 60.8% of their total budget in the General Fund for FY 2024/25. Expenditures are generally incurred as needs arise and not equally throughout the year. As of March 31, 2025, both revenues and expenditures are within budgetary expectations.

Changes in Fund Balance		
Fund Name (No.)	**Net Change**	**Description**
General Fund (100)	$ (343,600)	Reduce committed fund balance for the Quarry District Property Acquisition and Disposition and the Public Works Organizational Assessment.
Sales Tax SB325 (210)	$ 90,249	Increase fund balance with the budget reduction of the Blue Oaks Pedestrian Crossing Project (Project No. 50177).

Budget Adjustments					
Department	**Fund Name (No.)**	**FTE**	**Revenue/ Reimbursement Adjustments**	**Expenditure Adjustments**	**Description**
General Fund					
City Manager	General Fund (100)	-	$ -	$ 18,600	Appropriate committed fund balance for the Quarry Park District Property Acquisition and Disposition to support consulting services related to the Big Gun Remediation Project (Project No. 10711).
Parks & Recreation	General Fund (100)	-	$ -	$ 250,000	Increase the expenditure budget in the Amphitheater Upgrade Project (Project No. 20249) from its committed fund balance.
Public Works	General Fund (100)	-	$ -	$ 75,000	Increase the expenditure budget in the Public Works Organizational Assessment Project (Project No. 20210) from its committed fund balance.
	Total General Fund	**-**	**$ -**	**$ 343,600**	
Other Funds					
Community Development	Bicycle and Pedestrian (212)	-	$ 90,249	$ 90,249	Increase revenue and expenditure budgets for the Blue Oaks Pedestrian Crossing Project (Project No. 50177) to reflect reimbursements from the Placer County Transportation Planning Agency, as approved by the City Council on February 11, 2025 (Resolution No. 2025-020).
Community Development	Sales Tax SB325 (210)	-	$ -	$ (90,249)	Reduce budget for funds advanced for Project No. 50177 based on the reimbursements approved under Fund 212, and return to fund balance.
Parks & Recreation	Grant/Other Reimbursables (275)	-	$ 500,000	$ 500,000	Increase revenue and expenditure budgets in the Johnson Springview Pedestrian Bridge Project (Project No. 40035) based on the Grant Agreement with the California Natural Resources Agency (Resolution No. 2024-238).
	Total Other Funds	**-**	**$ 590,249**	**$ 500,000**	

CITY OF ROCKLIN

Community Development Department

Building Division

MONTHLY BUILDING REPORTS

ROCKLIN
CALIFORNIA

January – March 2025

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 1/1/2025 and 1/31/2025

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**9**	**$773,878.00**	**$24,357.80**
ALTERATIONS	4	$578,378.00	$14,907.21
OTHER	2	$45,000.00	$2,268.17
ROOFING	1	$39,000.00	$879.42
TENANT IMPROVEMENT	2	$111,500.00	$6,303.00
COMPRESSED GAS	**3**	**$16,941.44**	**$2,514.00**
Unassigned	3	$16,941.44	$2,514.00
DEMOLITION	**1**	**$280,000.00**	**$4,916.67**
COMMERCIAL	1	$280,000.00	$4,916.67
ELECTRICAL	**79**	**$4,183,867.90**	**$77,089.94**
ELECTRICAL PANEL-COM	2	$14,000.00	$698.00
ELECTRICAL PANEL-RES	4	$15,203.00	$1,294.00
ESS-RES	4	$77,950.00	$2,339.00
EVCS - COM	1	$8,000.00	$323.50
EVCS - RES	3	$9,308.20	$1,112.50
OTHER	1	$19,981.00	$436.48
PHOTOVOLTAIC-COM	15	$1,834,000.00	$17,860.94
PHOTOVOLTAIC-RES	6	$91,920.00	$2,495.60
PV/ESS-RES	43	$2,113,505.70	$50,529.92
FIRE ALARM	**2**	**$22,564.40**	**$1,077.00**
Unassigned	2	$22,564.40	$1,077.00
FIRE SPRINK SYSTEM	**9**	**$39,174.00**	**$5,211.00**
Unassigned	9	$39,174.00	$5,211.00
MECHANICAL	**9**	**$197,579.00**	**$2,914.50**
HVAC-RES	9	$197,579.00	$2,914.50
MISCELLANEOUS	**4**	**$44,229.10**	**$2,171.20**
ELEC/MECH/PLUM-COM	3	$29,229.10	$1,705.70
ELEC/MECH/PLUM-RES	1	$15,000.00	$465.50
PLUMBING	**15**	**$129,015.00**	**$4,852.50**
OTHER	8	$91,750.00	$2,588.00
SOLAR PANELS-RES	2	$12,885.00	$647.00
WATER HEATER-RES	5	$24,380.00	$1,617.50
POOL	**10**	**$967,403.00**	**$11,599.37**
POOL	6	$491,403.00	$6,611.89
POOL/SPA	4	$476,000.00	$4,987.48
RES 1 2 FAMILY ALTER	**51**	**$1,549,987.22**	**$42,153.29**
ADDITION	1	$272,565.00	$7,911.84
ALTERATIONS	14	$429,418.75	$14,538.39
OTHER	14	$342,132.87	$10,290.06
ROOFING	20	$498,870.60	$8,638.00
SIDING	2	$7,000.00	$775.00

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 1/1/2025 and 1/31/2025

RES 1 2 FAMILY NEW	**41**	**$12,353,429.28**	**$1,311,635.69**
DETACHED GARAGE	1	$2,000.00	$542.50
DWELLING	38	$12,338,399.98	$1,309,734.88
PATIO COVER	2	$13,029.30	$1,358.31
SIGN	**2**	**$78,310.00**	**$2,339.49**
BLDG PLANNING PERMIT	2	$78,310.00	$2,339.49
WEB RES HVAC	**43**	**$785,234.79**	**$13,920.50**
Unassigned	43	$785,234.79	$13,920.50
WEB RES WATER HEATER	**19**	**$64,827.00**	**$6,146.50**
Unassigned	19	$64,827.00	$6,146.50
Totals:	**297**	**$21,486,440.13**	**$1,512,899.45**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 2/1/2025 and 2/28/2025

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**3**	**$318,000.00**	**$13,404.52**
ALTERATIONS	1	$50,000.00	$3,070.21
TENANT IMPROVEMENT	2	$268,000.00	$10,334.31
COMMERCIAL NEW	**1**	**$5,000.00**	**$550.16**
OTHER	1	$5,000.00	$550.16
ELECTRICAL	**60**	**$2,697,373.88**	**$63,234.44**
ELECTRICAL PANEL-RES	1	$3,200.00	$323.50
EVCS - RES	8	$7,435.00	$2,588.00
PHOTOVOLTAIC-COM	2	$1,000,000.00	$6,929.03
PHOTOVOLTAIC-RES	5	$85,372.00	$2,857.30
PORTABLE SPA	1	$25,764.76	$528.45
PV/ESS-RES	43	$1,575,602.12	$50,008.16
MECHANICAL	**9**	**$174,800.48**	**$3,164.43**
HVAC-COM	2	$57,177.00	$756.93
HVAC-RES	7	$117,623.48	$2,407.50
MISCELLANEOUS	**4**	**$26,149.00**	**$2,068.10**
ELEC/MECH/PLUM-COM	2	$12,938.00	$1,137.10
ELEC/MECH/PLUM-RES	2	$13,211.00	$931.00
PLUMBING	**4**	**$42,899.00**	**$1,294.00**
OTHER	2	$33,000.00	$647.00
WATER HEATER-RES	2	$9,899.00	$647.00
POOL	**5**	**$909,539.00**	**$7,054.24**
POOL	2	$159,680.00	$2,074.76
POOL/SPA	3	$749,859.00	$4,979.48
PV-RES SOLARAPP	**2**	**$164,333.00**	**$900.00**
Unassigned	2	$164,333.00	$900.00
RES 1 2 FAMILY ALTER	**37**	**$819,083.76**	**$24,172.10**
ALTERATIONS	9	$202,936.00	$7,762.72
OTHER	16	$413,691.56	$11,124.38
ROOFING	12	$202,456.20	$5,285.00
RES 1 2 FAMILY NEW	**20**	**$4,332,905.25**	**$458,338.05**
DETACHED GARAGE	1	$11,532.00	$624.73
DWELLING	13	$4,187,651.25	$451,725.16
PATIO COVER	6	$133,722.00	$5,988.16
SIGN	**5**	**$57,300.00**	**$3,445.29**
BLDG PLANNING PERMIT	4	$42,800.00	$3,021.29
PLANNING PERMIT	1	$14,500.00	$424.00
WEB RES HVAC	**22**	**$359,810.00**	**$7,119.00**
Unassigned	22	$359,810.00	$7,119.00
WEB RES WATER HEATER	**10**	**$27,252.60**	**$3,235.00**

Unassigned	10	$27,252.60	$3,235.00
Totals:	**182**	**$9,934,445.97**	**$587,979.33**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 3/1/2025 and 3/31/2025

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**5**	**$282,500.00**	**$13,681.11**
ALTERATIONS	1	$2,500.00	$545.70
TENANT IMPROVEMENT	4	$280,000.00	$13,135.41
COMMERCIAL NEW	**2**	**$189,000.00**	**$4,015.62**
OTHER	2	$189,000.00	$4,015.62
ELECTRICAL	**49**	**$1,447,503.30**	**$40,773.12**
ELECTRICAL PANEL-RES	3	$10,850.00	$970.50
ESS-RES	2	$48,216.00	$1,170.00
EVCS - RES	7	$7,891.00	$2,264.50
PHOTOVOLTAIC-RES	9	$93,075.00	$3,668.00
PV/ESS-RES	28	$1,287,471.30	$32,700.12
MECHANICAL	**8**	**$99,684.03**	**$2,734.05**
HVAC-COM	1	$10,900.00	$326.55
HVAC-RES	7	$88,784.03	$2,407.50
MISCELLANEOUS	**4**	**$45,300.00**	**$2,017.80**
ELEC/MECH/PLUM-COM	2	$10,375.00	$1,034.20
ELEC/MECH/PLUM-RES	2	$34,925.00	$983.60
MULTI FAMILY ALTER	**3**	**$200,240.00**	**$3,565.09**
ALTERATIONS	1	$9,000.00	$856.49
ROOFING	2	$191,240.00	$2,708.60
MULTI FAMILY NEW	**1**	**$89,450.00**	**$2,494.95**
OTHER	1	$89,450.00	$2,494.95
PLUMBING	**6**	**$43,106.00**	**$1,941.00**
OTHER	2	$30,500.00	$647.00
WATER HEATER-RES	4	$12,606.00	$1,294.00
POOL	**15**	**$1,415,072.05**	**$16,929.06**
POOL	6	$527,072.05	$6,233.52
POOL/SPA	9	$888,000.00	$10,695.54
RES 1 2 FAMILY ALTER	**44**	**$1,224,178.35**	**$27,410.83**
ALTERATIONS	13	$529,107.40	$13,039.82
OTHER	17	$378,433.00	$8,241.01
ROOFING	14	$316,637.95	$6,130.00
RES 1 2 FAMILY NEW	**32**	**$9,887,176.06**	**$899,752.83**
DETACHED GARAGE	3	$149,944.80	$5,730.47
DWELLING	25	$9,672,745.26	$890,652.99
PATIO COVER	4	$64,486.00	$3,369.37
SIGN	**2**	**$14,800.00**	$1,566.35
BLDG PLANNING PERMIT	2	$14,800.00	$1,566.35
WEB RES HVAC	**38**	**$558,366.90**	**$12,297.00**
Unassigned	38	$558,366.90	$12,297.00
WEB RES WATER HEATER	**18**	**$77,186.45**	**$5,824.00**

Unassigned	18	$77,186.45	$5,824.00
Totals:	**227**	**$15,573,563.14**	**$1,035,002.81**

CITY OF ROCKLIN
CAPITIL IMPROVEMENT PROGRAM
PROGRESS REPORT

Project Name	Project No.	Project Category	Project Manager	Department	Budget	Actuals	Available	Project Status
ADA Transition Program - HUD Specific Areas	69629	Roadway and Stormwater	Richard Lawrence	Public Works	260,000	188,219	71,781	The project is currently under construction and is expected to be completed this fiscal year.
ADA Transition Program - Non HUD Areas	45295	Roadway and Stormwater	Richard Lawrence	Public Works	1,359,348	1,237,108	122,240	The Bluffs ADA Phase II project has been awarded, contracts are currently being routed, and construction is expected to begin soon.
Aguilar Road Improvements	50104	Roadway and Stormwater	City Engineer	Community Development	961,995	371,288	590,706	The project is in design phase. Pending further assessment.
At-Grade Railroad Roadway & Pedestrian Improvements	50159	Roadway and Stormwater	City Engineer	Community Development	700,000	174,703	525,297	The project is currently in the design phase.
Bicycle Pump Track and Parking Lot Extension	45225	Parks and Trails	City Engineer	Community Development	2,382,727	2,044,644	338,083	The parking lot extension phase is complete, and Notice of Completion Resolution No. 2025-049 was submitted to City Council on March 25, 2025. The Notice of Completion for the pump track phase is scheduled for City Council on May 27, 2025.
Blue Oaks Boulevard Pedestrian Signal	50177	Roadway and Stormwater	City Engineer	Community Development	1,113,611	969,038	144,573	Construction has been completed, pending final work from PG&E, with estimated completion anticipated in late June 2025.
Bridge Preventive Maintenance Program	50016	Roadway and Stormwater	City Engineer	Community Development	75,000	-	75,000	The project is pending notification from Caltrans of needed repairs.
China Garden Drainage Improvements	50008	Roadway and Stormwater	City Engineer	Community Development	100,000	-	100,000	A topographical survey is currently underway.
City Hall Remodel	45421	Facilities	Gabrielle de Farcy	City Manager's Office	500,026	54,510	445,516	The project is currently in the design phase.
Fire Station 22	50240	Facilities	Elizabeth Sorg	City Manager's Office	1,228,496	793,587	434,909	The City has added a training tower element to the fire station project which will be included in the design documents and construction documents. The design documents have been completed and work is currently underway to finalize the construction documents.
Fire Station 25 Privacy	41016	Facilities	Matt McClure	Public Works	322,500	37,675	284,825	Bid opening was on May 21. Tentative City Council award on June 24, 2025. Construction start date to be determined.
Five Star Blvd and Destiny Drive Reconstruction	50049	Roadway and Stormwater	City Engineer	Community Development	1,352,412	1,252,688	99,723	The project is complete, and Notice of Completion (Resolution No. 2025-014) was submitted to the City Council on January 14, 2025. Remaining funds will be returned to fund balance.
I-80 Westbound Auxiliary Lane	50161	Roadway and Stormwater	City Engineer	Community Development	875,000	415,943	459,057	The project is in the environmental phase.
Local Road Safety Plan Implementation Program	50017	Roadway and Stormwater	City Engineer	Community Development	150,000	-	150,000	The program is currently under review to prioritize projects and initiate design work.
Mechanical Chest Compression Unit	11020	Equipment	Reginald Williams	Fire	20,000	-	20,000	A lease-purchase agreement was approved by the City Council on May 13, 2025, and the units will be acquired under the terms of this agreement.
Mission Hills Reconstruction - Phase IV	50154	Roadway and Stormwater	Richard Lawrence	Public Works	702,800	642,442	60,358	The project is complete, and Notice of Completion (Resolution No. 2025-014) was submitted to the City Council on January 14, 2025. Remaining funds will be returned to fund balance.

CITY OF ROCKLIN
CAPITIL IMPROVEMENT PROGRAM
PROGRESS REPORT

Project Name	Project No.	Project Category	Project Manager	Department	Budget	Actuals	Available	Project Status
Monument Springs Drive Roadway and Bridge Improvements	50173	Roadway and Stormwater	City Engineer	Community Development	1,599,363	508,235	1,091,128	The project is in the process of revalidating the CEQA document and getting CLOMR approved by FEMA for modifying the flood characteristics. Each item has been submitted to the reviewing agency. Once CEQA is approved, the required permit packages (401, 1602) will be submitted. Concurrently, the project has recently completed the 65% plan submittal milestone. Design completion and obtaining all required ROW acquisitions are the next steps, with anticipated completion in October 2026 (permit approvals will control the completion date) and construction starting in Spring 2027.
Oak & Pine Block Improvements	50021	Roadway and Stormwater	City Engineer	Community Development	150,000	69,955	80,046	The project is currently in the design phase.
Park Amenity Replacement Program	10605	Parks and Trails	Jeramy Gillen	Parks & Recreation	170,000	75,910	94,090	The contract to replace the Quarry/Memorial Park play structure is currently in progress.
Pavement Management Program	50007	Roadway and Stormwater	Richard Lawrence	Public Works	3,353,192	1,216,690	2,136,502	Bids were received and a contract award will be presented to the City Council for approval.
Placer County Water Agency Roadway Improvements	50174	Roadway and Stormwater	Richard Lawrence	Public Works	693,500	161,551	531,950	PCWA has completed pavement work on Midas Avenue, and the City is awaiting final billing. Coordination is underway for the next phase on Sunset Boulevard, including reimbursement agreements.
Police HVAC and Roof Replacement	45461	Facilities	Matt McClure	Public Works	2,127,500	1,488,932	638,568	The project is expected to be completed by the end of May, and the Notice of Completion will be scheduled for a future City Council meeting. Remaining funds will be returned to fund balance.
Rocklin Road Widening	50129	Roadway and Stormwater	City Engineer	Community Development	200,278	53,628	146,650	Assessment being conducted.
Rocklin Road/I-80 Interchange Improvements	50162	Roadway and Stormwater	City Engineer	Community Development	5,114,200	4,507,406	606,794	The project is currently in the design phase.
Sierra College Blvd at I-80 Resurfacing	50087	Roadway and Stormwater	City Engineer	Community Development	200,000	54,680	145,320	The project is scheduled to go out to bid in fall 2025, with construction anticipated to begin in spring 2026.
Sierra College Boulevard Widening	50164	Roadway and Stormwater	City Engineer	Community Development	688,962	602,839	86,123	The project is complete, and the Notice of Completion is pending the Blue Oaks Boulevard pedestrian signal completion. Notice of Completion will be scheduled for a future City Council meeting. Remaining funds will be returned to fund balance.
Stormwater Pipe Replacement Program	50139	Roadway and Stormwater	Richard Lawrence	Public Works	1,938,964	1,471,283	467,681	Bids for the Rawhide Pipe Replacement and United Natural Foods, Inc Drainage Inlet Repair projects are due by Friday, May 23. Once received, remaining funds will be allocated to Corrugated Metal Pipe lining at various locations.
Sunset Blvd Widening	50094	Roadway and Stormwater	City Engineer	Community Development	402,752	145,763	256,989	The project is currently progressing in the design phase.
Sunset Whitney Connector Bridget (previously known as Johnson Springview Community Park Pedestrian Bridget)	40035	Parks and Trails	City Engineer	Community Development	1,200,000	119,603	1,080,397	The bridge location has been determined, and the project is progressing through the design phase.

CITY OF ROCKLIN
CAPITIL IMPROVEMENT PROGRAM
PROGRESS REPORT

Project Name	Project No.	Project Category	Project Manager	Department	Budget	Actuals	Available	Project Status
SWRA Improvements	21005	Parks and Trails	City Engineer	Community Development	3,376,217	487,439	2,888,778	The project is currently in the design phase, with construction anticipated to begin in Spring 2026.
Uncontrolled Crosswalk Enhancements	50158	Roadway and Stormwater	City Engineer	Community Development	1,022,052	329,389	692,663	The project is not funded for FY 2025/26 and is expected to resume in FY 2026/27. Budgets are programmed annually and returned to fund balance.
Whitney Ranch Parkway Widening	50081	Roadway and Stormwater	City Engineer	Community Development	4,007,305	206,727	3,800,578	A construction contract was awarded to Carone and Company, Inc. on October 10, 2024 (Resolution No. 2024-240). Construction is scheduled to begin in June 2025.

2023-2025 Strategic Planning Framework



RESILIENT

Rocklin is resilient and seeks ways to assist the community, businesses and citizens to be adaptable in the face of a changing world. The community is connected through a network of roadways, trails, and sidewalks that allow people and goods to move safely and efficiently throughout the City. Rocklin's infrastructure is designed, built, and maintained to withstand and quickly recover from disasters and disruptions.

	Pillar Objective	Progress Update January – March 2025
1.	Work towards constructing and staffing a 4th Rocklin Fire Station south/east of Interstate 80	Received updated scope of work to include a training tower on station site. Working with Sierra College to minimize impact to running trails. Engaged a consultant to create a metes and bounds to create the fire station parcel.
2.	Update the City's drainage infrastructure master plan and prioritize critical improvements	Consultant is continuing investigation of pipes larger than 42" in diameter as part of the next phase.
3.	Update the City's ADA Transition Plan	Bluffs ADA Upgrade Project Awarded, construction to start in Summer 2025.
4.	Establish a 3-year Pavement Management Program	Consultant has completed the update of the decision tree and pricing index based on recent bid results. An update to the selected scenarios is anticipated to be completed in May 2025 and 3-year Pavement Map in June 2025.
5.	Create and Implement a Strategic Plan for Information Technology services	The project is currently underway and expected to be completed by June 30, 2025.
6.	Strengthen Interagency Relationships (FEMA, Caltrans, CalOES, Army Corps, CDFW, etc.)	2025 Regional Caltrans/PCTPA Coordination Meeting was held 2/11/25. Est. South Placer County Public Works Director Quarterly Meetings. Participated with the Sacramento Area Pavement Management Working Group.
7.	Identify innovative solutions to infrastructure maintenance and enhancements	Collaborating with UC Davis-Berkeley Pavement Research Center on asphalt additives (fiberized asphalt) and base treatment for large block cracking.
8.	Implement programs to reduce fire loss and increase community preparedness	The Fire Department continues to evaluate methods to maintain public fire hydrant infrastructure in the city. Phase 1 is to conduct visual inspections of all hydrants; Phase 2 will seek to identify a process to paint and maintain hydrant threads and appliances; Phase 3 will identify opportunities to test waterflow hydrants to determine flows and pressures.

VIBRANT	*Rocklin stimulates a vibrant and diverse community through technology and efficient planning that is flexible and responsive. Rocklin's business friendly environment promotes economic vitality, welcoming new and supporting existing businesses through excellent customer service.*

	Pillar Objective	Progress Update January – March 2025
1.	Continue implementation of the adopted Economic Development Strategy and support efforts to recruit, retain and expand local businesses	Work is underway on key components of a new Economic Development Strategy, building on the progress and priorities established in the 2024 plan.
2.	Invest in technology that supports economic development efforts	The following progress has been made towards the City's IT economic development efforts for this reporting period: Development of new Trakit workflows to streamline engineering permit and encroachment permit processes. Ongoing work on a GIS Dashboard to display permit data for field inspectors.
3.	Nurture efforts to establish the Quarry District as a regional destination	A bid for remediation services at the Big Gun site was released in January 2025. City Council will be considering approving a contract in April 2025.
4.	Establish a small business outreach program with CDD to assist business owners with planning, permitting, and inspections of new and tenant improvement projects	Progress continues on enhancing support for small businesses through new outreach efforts and improved permitting and business license processes, in collaboration with CDD.
5.	Create and promote events and activities that will attract outside visitors and overnight stays	New Assistant City Manager was appointed as the City's representative on the Placer Valley Tourism board of directors.
6.	Support the newly created Arts Commission's efforts.	The Commission received an update on the draft Visioning Document and received the art for the first exhibition of student art in City Hall.

LIVABLE

Rocklin responsive to the unique and emerging needs of the community and offers a quality of life that supports health, happiness and prosperity to all. This results in a community where residents have access to diverse parks, unique amenities, inviting gathering spaces, quality events, and exceptional educational opportunities.

	Pillar Objective	Progress Update January – March 2025
1.	Update the City's Zoning Code	A joint City Council/Planning Commission Public Workshop was help on February 4. Staff and the consultant continue to review proposed draft regulations in preparation for future public meetings on specific topics within the comprehensive update.
2.	Use master planning processes to guide future development of parks that provide the community with amenities that currently are not offered within Rocklin's park system	Selected firm for the Northwest Community Parks Master Plan met with City staff in February to discuss contract terms and project details, the contract with the firm was completed and routed through internal City channels. SWRA pickleball conceptual drawings were completed in February and City staff met with contractors to confirm new location and plans in early March. Contractors performed topographical studies at the new location in March.
3.	Increase recreation programing to ensure programs are offered to all ages and abilities within the community	Adult Women's volleyball for beginners was so successful in winter that an intermediate program was added in February and will continue through summer. Martin Luther King Jr. Holiday Basketball and Volleyball Camps were added and ran successfully in January as well as an indoor soccer camp for 2–5-year old's which ran each Saturday from January 11-February 22.
4.	Identify critical gaps in City Trails within the public Right Of Way	Surveying for the SWRA/JSP connector bridge has been completed. Consultants will provide an analysis of potential locations in April 2025.
5.	Complete the Oak & Pine affordable housing project and support efforts to increase the availability of affordable housing	City held a hearing to approve the CUP for the Pacific Street Apartments; City met with developer regularly to ensure progress on Pacific Street Apartments and submission for the 9% tax credit application. City selected a firm to complete an inclusionary housing ordinance and in-lieu fee. Staff drafted an affordable housing agreement for the Quarry Row and Estia projects.
6.	Continue to work with regional partners to address homelessness in the City	Staff continue to meet in the LoGAC on a quarterly basis to identify methods to reduce homelessness.

SUSTAINABLE	*Rocklin seeks opportunities to diversify its funding sources to ensure a strong fiscal foundation. Intentional long-term financial planning ensures community success and supports the City's quality of life*.

	Pillar Objective	Progress Update January – March 2025
1.	Evaluate opportunities to create new sources of revenue to support critical City services	Staff submitted earmarks to Congressman Kiley and Senators Schiff and Padilla for ROW acquisition for the Rocklin Road/I-80 Interchange.
2.	Implement a new Records Management enterprise system that is user friendly for both City staff and the public	Met with City departments to provide overview of project (Records Retention Schedule update) and requested completion of records inventory forms. Forms submitted to consultant who updated Citywide retention schedule (first draft). Currently reviewing each department section.
3.	Implement a Section 115 Trust to better address CalPERS obligations	Completed.
4.	Implement a two-year operating budget	Transition to two-year budget in progress.
5.	Update the City's Purchasing Code	Implemented the Procurement, Purchasing and Contracts code effective March 1, 2025.
6.	Update Infrastructure Reserve Studies	In progress
7.	Implement comprehensive workforce development and succession planning programs	Soliciting scope of work from vendors that provide succession planning services.
8.	Establish plans for reaching 100% funded for the City's facility and fleet replacement reserves	Updated in 2025-27 Workplan.



Rocklin residents feel comfortable walking and biking throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health, and wellbeing of its community. Rocklin invests in public safety by providing resources and technology to consistently reduce crime and ensure the City remains safe. The City partners with nonprofits, social service agencies, and the community to address the Root causes of crime and social instability.

	Pillar Objective	Progress Update January – March 2025
1.	Maintain, improve, and expand City partnerships that aid in crime prevention and creating a safe community	Conducted three Blitz Operations at retailers. Two members of the COPPS Unit attended Crime Prevention Through Environmental Design (CPTED) training at the National Institute of Crime Prevention.
2.	Continue public education efforts regarding prevention of crimes of opportunity	Participated in over 6 community events including Lunch with the Law at both middle schools. Finalized our partnership with Sierra College and RUSD to bring AJ50 to both Rocklin and Whitney High Schools next year.
3.	Evaluate the creation of a Real Time Crime Center	Additional RPD staff received training on the Fusus RTCC software. Staff from the Crime Analysis Unit also visited other local real time crime centers to observe their operational model.
4.	Improve Interoperability between law enforcement, fire, and EMS agencies	Funding set aside to implement CAD-to-CAD from FY 2023/24 Year End Fund Balance.
5.	Update antiquated Fire station alerting systems	Fire Station alerting completed.
6.	Improve Cardiac Arrest Survivability by deploying citizen CPR public education and increasing AED distribution	All AED's have been deployed. Hands Only CPR will continue as a normal activity during special events and/or requests.