ROCKLIN CITY COUNCIL

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

April 22, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, t o disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: City Attorney

CS2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Gayaldo, Unrepresented Employee: City Attorney

CS3. Pursuant to Government Code Section 54956.95, Liability Claim. Claimant: Chad Vert. Agency Claimed Against: City of Rocklin

CS4. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation: the City Council is Meeting to Consider Whether to Initiate Litigation in One Case.

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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

C1. Proclamation Declaring April 20-26, 2025 as National Volunteer Week
Recommendation: Approve a Proclamation Declaring April 20-26, 2025 as National Volunteer Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C2. Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week
Recommendation: Approve a Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. Confidential Salary Schedule Update
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin to Approve a Revised Confidential Unit Salary Schedule.

C4. Northwest Rocklin Community Parks Master Plan - Contract Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with Melton Design Group for the Creation of the Northwest Rocklin Community Parks Master Plan.

C5. Aquatic Complex License Agreement with Rocklin Swim Team
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Aquatic Complex License Agreement with the Rocklin Swim Team.

C6. Bluffs Subdivision ADA Ramps Phase 2 Bid Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision ADA Ramps Phase 2 to Hyatt Contracting, Inc., and Authorizing the City Manager to Execute an Agreement with Hyatt Contracting, Inc.

PRESENTATIONS

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

P1. 2025 Ruhkala Community Service Award Presentation

P2. Proclamation Declaring April 20-26, 2025 as National Volunteer Week

P3. Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week

PUBLIC HEARINGS

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

PH1. Federal Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) 2025-2029 Five-Year Consolidated Plan, 2025-2026 One-Year Action Plan, and Amendment to the Citizen Participation Plan

Recommendation: Conduct a Public Hearing and Consider the Following Action: Adopt a Resolution of the City Council of the City of Rocklin Approving the Adoption of the 2025-2029 Consolidated Plan, the 2025-2026 One-Year Action Plan, and an Amendment to the Citizen Participation Plan and Authorizing the City Manager to Execute and File All Documents Required to Receive U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Funding.

PH2. South Grove Street Apartments / Design Review, DR2024-0002 and Environmental, ENV2024-0008

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (South Grove Street Apartments / ENV2024-0008).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (South Grove Street Apartments / DR2024-0002).

PH3. Abatement of Public Nuisance (Weed Abatement) in Various Locations in the City of Rocklin

Recommendation: Conduct a Public Hearing and Consider the Following Action: Adopt a Resolution of the City of Rocklin Ordering Abatement of a Public Nuisance in Various Properties in the City of Rocklin (Weed Abatement).

PH4. Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Approval of the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Benefit of Pacific Street Housing Associates Four, L.P.

Recommendation: Conduct a Public Hearing and Consider the Following Action: Adopt a Resolution of the City Council of the City of Rocklin Approving a Plan of Finance including the Issuance of Revenue Bonds by the California Municipal Finance Authority to Finance and Refinance a Qualified Residential Rental Project for the Benefit of Pacific Street Housing Associates Four, L.P., and Certain Other Matters Relating Thereto.

DISCUSSION ITEMS

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

D1. Public Works Report and Operational Outlook

Recommendation: Receive a Report from the Public Works Department About the Status of City Infrastructure and an Operational Outlook.

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring April 20-26, 2025 as National Volunteer Week

Date: April 22, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Declaring April 20-26, 2025 as National Volunteer Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. National Volunteer Week Proclamation

Proclamation

Issued by City Council

National Volunteer Week

WHEREAS, *National Volunteer Week was established in 1974 by the President Richard Nixon, to raise awareness about the need to reinforce volunteer efforts, and has continued with every sitting U.S. president issuing an annual proclamation urging Americans to give their time to community outreach organizations; and*

WHEREAS, *volunteerism historically reflects the highest values of our society, in that all may volunteer and benefit from giving aid to others, while improving one's own skills and widening one's horizons; and*

WHEREAS, *the Rocklin Police and Fire Department's volunteers are a valued team of trained citizen volunteers who have been providing assistance since it was established in 2002 by Police Chief Mark Siemens. Since inception, the volunteers have provided approximately 300,000 hours of service; and*

WHEREAS, *currently, 62 Rocklin Police and Fire volunteers work devotedly and selflessly on behalf of Rocklin residents and businesses to provide services to our community; and*

WHEREAS, *since 2019, in collaboration with the Rocklin Parks and Recreation and Public Works Departments, the City has also benefitted from thousands of volunteer hours through the Trail Keepers Trash Removal Program, creek clean up events, and community beautification projects; and*

NOW, THEREFORE, BE IT RESOLVED, *that the City Council of the City of Rocklin, does hereby proclaim the week of April 20 through 26, 2025 as National Volunteer Week in the City of Rocklin and pay special tribute to the dedicated service and support provided by Rocklin City and community volunteers, as well as volunteers across the nation.*

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

_____

Jill Gayaldo, Mayor

ATTEST:

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week

Date: April 22, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve a Proclamation Declaring May 4-10, 2025 as Public Service Recognition Week, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

ATTACHMENTS:
1. Public Service Recognition Week Proclamation

Proclamation

Issued by City Council

Public Service Recognition Week
May 4 – 10, 2025

WHEREAS, *since 1985, Public Service Recognition Week has been celebrated to honor the people who serve our nation as federal, state, county, local and tribal government employees; and*

WHEREAS, *Public servants serve the American people every day at the federal, state, county, and city levels. They do the work that keeps our nation moving forward; and*

WHEREAS, *Public servants take not only jobs, but oaths; and*

WHEREAS, *Public servants carry out the most fundamental purpose of government – to ensure public safety and represent the public interest in addressing daily challenges.; and*

WHEREAS, *Many public servants risk their lives each day in service to the people of the United States and around the world; and*

WHEREAS, *Without public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.*

NOW, THEREFORE, BE IT RESOLVED*, the Mayor and members of the City Council of the City of Rocklin do hereby announce and proclaim to all citizens and set seal hereto, that May 4-10, 2025, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government at all levels – federal, state, county ,and city.*

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Confidential Salary Schedule Update

Date: April 22, 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 Approve a Revised Confidential Unit Salary Schedule.

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

Staff recently reviewed the classification specification and salary range for the Department Administrative Specialist, comparing it to other classifications within salary range 17. Based on significant differences in duties, responsibilities, and the level of required supervision, particularly given that the Department Administrative Specialist is a journey-level role, while others in range 17 are primarily entry-level, staff recommends moving the classification from Confidential Range 17 to Confidential Range 20. This adjustment would appropriately align the salary with comparable journey-level classifications currently in range 20.

Additionally, staff reviewed the classification specification and salary range for the Legal Secretary position, a journey-level role requiring in-depth knowledge of legal terminology, processes, procedures, and legal document formatting. Given the expertise required for this position, staff recommends increasing the salary range from Confidential Range 17 to Confidential Range 20.

Fiscal Impact:
The fiscal impact of the staff recommendation is approximately $1,300, which will be offset by anticipated savings within the respective departments' Fiscal Year 2024/25 Operating Budgets.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 - Confidential Salary Schedule

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
TO APPROVE A REVISED CONFIDENTIAL UNIT SALARY SCHEDULE

WHEREAS, HR determined the classifications of Legal Secretary and Department Administrative Specialist should be moved from the Confidential Salary Schedule, Salary Range 17 ($58,726 - $80,037) to the Confidential Salary Schedule, Salary Range 20 ($63,241 – $86,191); and

WHEREAS, the recommended changes require an update to the Confidential Salary Schedule.

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

Section 1. Effective May 3, 2025, the updated Confidential Salary Schedule attached hereto as Exhibit “1” is adopted.

PASSED AND ADOPTED this 22nd day of April, 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 May 3, 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 Technician I 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 II 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
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: Northwest Rocklin Community Parks Master Plan - Contract Award

Date: April 22, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with Melton Design Group for the Creation of the Northwest Rocklin Community Parks Master Plan.

Background:
Kathy Lund Park, Margaret Azevedo Park, and Whitney Park, collectively referred to as the Northwest Rocklin Community Parks (NRCP) offer a variety of amenities for Rocklin residents. These three parks are some of the largest parks in the City that are funded through the General Fund. As upgrades are needed and requests from the community are made, staff need to balance the support of current amenities with proposed upgrades. Chief among these requests are upgrades and expansion of the softball and soccer fields at the parks. As enrollment in youth sports continues to grow, these spaces have quickly become overwhelmed with conflicting uses and cannot address the growing needs of youth softball and soccer teams. Whitney Park also features 17 acres of land which includes the new bicycle pump track but is otherwise largely undeveloped. Youth sports organizations have made requests for more ball fields, and staff identified a need to create a cohesive process that plans out the growth and development of all three parks. More information is needed about anticipated needs of the community before development can begin.

In an effort to consolidate these resources and create a plan for future uses, the City released a Request for Proposals on October 15, 2024 for a Master Plan that incorporates Kathy Lund Park, Margaret Azevedo Park, and Whitney Park's undeveloped acreage. The City received six total proposals which were reviewed by staff from Parks and Recreation, the City Manager's Office, and Public Works. Three firms were invited to an interview with staff and the Chair of the Parks and Recreation Commission. Following the interviews, Melton Design Group was selected as the firm to complete the master planning process.

The purpose of the master planning process is to evaluate the current need for the parks, anticipate future needs, and propose updates to the parks that maximize the space and usage of the facilities. The intent is not to remove amenities but instead to reconfigure the amenities

and propose new uses to be more responsive to community needs. Key to the Master Plan development is community outreach. Melton Design Group has proposed a robust community outreach process which includes feedback from the City Council and Parks and Recreation Commission, residents, youth sports groups, community groups, and other stakeholders. After this outreach Melton Design group will compile all the feedback and present an analysis to staff of the needs and wants in the community.

The contract (Attachment 2) does not encumber any funding for future upgrades. Only the creation of a Master Plan is included in the contract.

Fiscal Impact:
There is no additional impact to the General Fund. Sufficient funds are available in the Fiscal Year 2024/25 Operating Budget in the General Fund (Fund 100) to support the recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract with Melton Design Group.pdf
3. Melton Design Group Proposal

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MELTON DESIGN GROUP FOR THE CREATION OF THE NORTHWEST ROCKLIN COMMUNITY PARKS MASTER PLAN

WHEREAS, Kathy Lund Park, Margarete Azevedo Park, and Whitney Park offer a variety of amenities to residents in northwest Rocklin; and

WHEREAS, the City of Rocklin wishes to evaluate the present and future community needs for the parks in northwest Rocklin; and

WHEREAS, the City Council has directed staff to create a Master Plan for the future development of these parks; and

WHEREAS, the City of Rocklin wishes to hire a professional consultant to create a Northwest Rocklin Community Parks Master Plan; and

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

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

WHEREAS, following the review process, the City has selected Melton Design Group to create a Northwest Rocklin Community Parks Master Plan and complete the scope of work included in the contract listed as Exhibit A to this resolution.

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

Section 1. The City Council approves and authorizes the City Manager to execute an agreement with Melton Design Group in a form attached as Exhibit A.

PASSED AND ADOPTED this 22nd day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and MELTON DESIGN GROUP, INC. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Two Hundred Ninety-Seven Thousand, Nine Hundred Thirty-Three Dollars ($297,933.00).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

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

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

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

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vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

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

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

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

3. FACILITIES AND EQUIPMENT

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

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **April 30, 2027** unless sooner terminated as provided herein.

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

5. SUSPENSION/TERMINATION

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

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

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

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

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

10. COMPLIANCE WITH ALL LAWS

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

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

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

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

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

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

Contractor:
Melton Design Group, Inc.
820 Broadway Street
Chico, CA 95928

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

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

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

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

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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: Greg Melton
A779862DA9E4419...
Greg Melton, President

Signed by:
By:
72C34DF9A3AE447...
Christa Melton, Secretary

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:
Matthew McOmber
City Attorney By:

Signed by:
By: Crystal Hodgson
C832E6B7GE22470...
Crystal Hodgson, Assistant City Attorney

Docusign Envelope ID: 32FD22C7-4AE5-4AB1-8DF4-15C9FE4DB354

EXHIBIT A

Scope of Work

Northwest Rocklin Community Parks Master Plan – 3 Parks

TASK 1 – PROJECT LAUNCH and PROGRAM DEVELOPMENT

Contractor shall bring the key players from each team and meet with the Client's project manager and assisting staff.

1.1 Meet with the Client and Team to discuss the Scope of Work, design needs and specific wants for the project. Identify a key group of stakeholders to form an Advisory Committee.
1.2 Project coordination and project meetings.
1.3 Create a project design schedule and update it throughout the project for all design tasks.
1.4 Perform quality assurance and quality control throughout the project.
1.5 Engage with Client Staff to assess the needs of the community.
1.6 Develop a program of elements and prioritize Client's needs and wants.

- Review ideas and gain a complete understanding of the project.
- Discuss all possible opportunities and study constraints directing the design.

TASK 2 – SITE ANALYSIS

Contractor shall work with the City to gain a full understanding of all three park sites (Northwest Community Parks or NCPs), review all available baseline information and advise on the additional data needed before moving on to the Master Plan development process.

2.1 Site Visit and Analysis – Onsite and surrounding analysis to observe existing conditions.

- Visit each site and study all existing site elements, including reviewing aerial/satellite imagery.
- Study general grades for site and existing topography to understand the elevation challenges.
- Confirm utilities, stormwater management and drainage on existing plans and on site.
- Review available documentation including as-built documents for the park sites and adjacent public road, as well as Title Reports to determine if there are any encumbrances on the property.
- Identify which onsite elements are to remain and which are to be removed.
- Obtain all site conditions from sun, wind, views, neighbors, uses, etc.

2.2 Assess and Inventory – Review collected data and create a report summarizing existing conditions and amenities of all three parks.

Identify gaps between parks, programs and areas where elements and facilities can be enhanced regarding recreation and open space within the City. This information will help guide the Needs Assessment.

TASK 3 – NEEDS ASSESSMENT and ENVIRONMENTAL CONSTRAINTS ANALYSIS

Contractor shall do a deep dive into researching all existing plans and documents, as well as assessing all recreation sites in order to properly understand the full picture of the recreation opportunities the City of Rocklin has to offer.

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3.1 Needs Assessment – Perform a needs assessment regarding potential recreational and open space uses of the NCPs.

- Review existing information from the City of Rocklin and other organizations.
  - Recreation Master Plans, General Plans, School District involvement, Specific Plans
- Conduct interviews with City elected officials, Commissioners, City staff, local recreation and tourism organizations, youth sports organizations, law enforcement and local business owners that may be appropriate to help inform the potential use of the NCPs.
  - Rocklin Little League and Pony League
  - Rocklin Youth Soccer and Elite Soccer Placer United
  - Volleyball and Basketball Clubs
- Gather demographic data and participation analysis. Conduct a detailed assessment of population trends, recreation preferences and participation rates, updating and building on the findings from the 2017 Parks and Recreation Master Plan.
- Evaluate the potential uses of the NPCs while considering existing conditions and constraints, such as environmental preservation requirements, developmental restrictions, proximity of nearby neighborhoods, and opportunities to optimize amenity placement, including the ball fields.
  - Environmental assessments and mitigations in relation to the description of each project will be assessed and will alter the design if mitigations are too costly.

3.2 Opportunities and Constraints Analysis – Evaluate data from Needs Assessment for improvement opportunities.

- Discuss opportunities and constraints of existing and proposed amenities for all three parks.
- Evaluate existing park amenities through a wellness and inclusive perspective.

3.3 Environmental Constraints Analysis – Review each of the NCPs and assess for CEQA compliance.

- Conduct a field visit to perform a wetland assessment, database searches and a review of publicly available data, including aerial photograph interpretation and literature review.
- Prepare a Constraints Analysis Memo for each of the NCPs.
- Prepare a Cultural Resource Study of the NPCs.
- Environmental assessments and mitigations in relation to the description of each project will be assessed and will alter the design if mitigations are too costly.

TASK 4 – MASTER PLAN DEVELOPMENT and COMMUNITY ENGAGEMENT

Contractor shall work to create a master plan, one for each park with multiple alternative layouts. Contractor shall then work with the Client and the Community through outreach events, in a collaborative process to first identify their needs and wants, then to create a prioritized program that best represents these.

4.1 Develop a master plan for all three park sites that identifies a mix of recreational uses for each park that will result in successful development, operation and maintenance, while addressing current and future needs of the City and its residents.

- Include all elements of proposed program with schematic conceptual options.

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- Provide inspiration boards for park elements.
- Develop architectural concepts for all proposed structures.
- Incorporate Client, community and stakeholder input to help shape the designs.

4.2 Client Review Meetings – Meet with Client to review designs pre-outreach. Make revisions as needed.

4.3 Community Outreach – Engage with stakeholders for local input at community meetings.

- Facilitate one (1) community meeting to gain input from the community and stakeholders.
- Facilitate one (1) meeting at each park site to clearly understand the site and actual location of new design elements.

4.4 Client Review Meetings – Meet with Client to review design options post-outreach and narrow down design to one preferred alternative.

- Facilitate one (1) Park Commission meeting to gain input and approval from the Council
- Facilitate one (1) City Council meeting to gain input and approval from the Council

4.5 Present Finalized Master Plan to Client and Team – Implement any remaining revisions as needed.

TASK 5 – COST ESTIMATE / DEVELOPMENT, OPERATIONS and MAINTENANCE ANALYSIS

Contractor shall create cost estimates for the three park projects and research the best way to fund ongoing operations and maintenance. Estimates will have projections based on future development schedule.

5.1 Cost Estimate – Provide a detailed cost estimate and financial assessment, breaking down each park and all elements in the park.

- Identify any public infrastructure that is needed to develop, expand and operate the parks.
- Assess operational sustainability including maintenance and staffing needs.

5.2 Operating Cost and Life-Cycle Cost Analysis – Provide a 20-year life-cycle cost analysis to determine the costs to operate and maintain each of the parks, including funding recommendations and considerations.

- Evaluate the economic feasibility of proposed recreational programs and amenities, ensuring alignment with community priorities.

5.3 Maintenance Cost Assessment – Coordinate with City maintenance staff to understand existing maintenance costs and issues, and address these to create a solution-oriented cost estimate that optimizes a successful future.

TASK 6 – PHASED IMPLEMENTATION PLAN

Contractor shalll create a phased implementation plan including a prioritized schedule with updates and improvements for each park. We will present to Staff and Commission to determine priority elements in each park.

6.1 Phased Implementation Plan – Develop a clear roadmap for phased project implementation for the recommended master plan.

- Identify potential funding sources, including state and federal grants, bonds, development impact fees, public-private partnerships and municipal budgets.
- Provide actionable strategies for phased funding and implementation based on the City's fiscal priorities.

Docusign Envelope ID: 32FD22C7-4AE5-4AB1-8DF4-15C9FE4DB354

- Explore innovative revenue opportunities such as sponsorships, new or expanded concessions and naming rights.
- Prioritize projects based on funding availability and community demand.

6.2 Phased Implementation Timeline – Create a schedule planning out each phase with specific project milestones and deliverables.

6.3 Project Cost and funding will be added as a part of the Implementation Plan to help understand budgets and to prioritize each phase.

TASK 7 – FINALIZE MASTER PLAN REPORT and PRESENTATION

At the end of the project, Consultant shall present the completed master plan to City Council. Master Plan Report complete will document the whole design input and visioning process.

7.1 Final meeting with Client for comment and revisions to the Master Plan Report.

7.2 Present the recommended Master Plan Report for consideration at meetings to the Parks and Recreation Commission and the City Council.

- Present Digital Master Plan Report Presentation
- Provide hard copy documents, including enlarged park renderings and inspiration boards
- Present Plan with virtual reality goggles for an immersive experience to see design details
- Provide Cost Estimates for Development, Operations, and Maintenance
- Provide Phasing Plan and Schedule

Docusign Envelope ID: 32FD22C7-4AE5-4AB1-8DF4-15C9FE4DB354

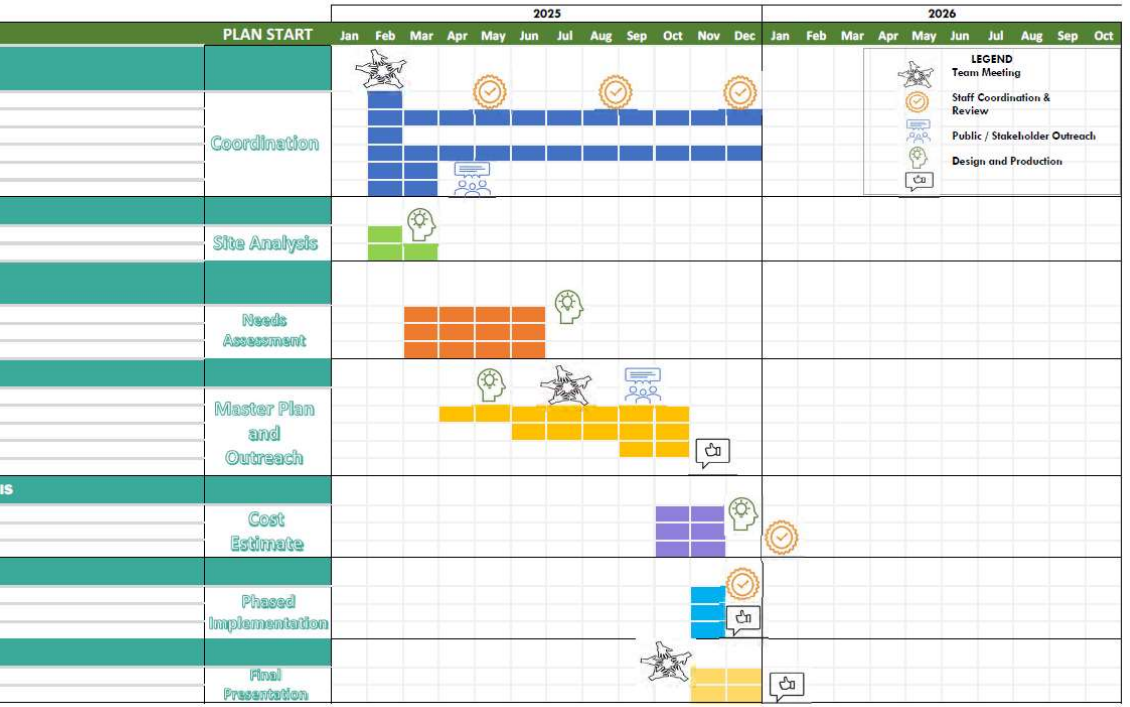
EXHIBIT B

Schedule of Performance

All work shall be completed by April 30, 2027, pursuant to Section 4 of this Contract. The following approximately 22-month project schedule shall be finalized during the kick-off meeting with the City. The schedule is not mandatory, but will help the Consultant with interim deadlines to meet the Consultant's mandatory deadline of April 30, 2027, to complete all work required by this Agreement.

Northwest Community Parks Master Plan
Project Schedule

TASK DESCRIPTION	PLAN START
Task 1 PROJECT LAUNCH and PROGRAM DEVELOPMENT	
a) Project Kickoff Meeting with Client and Team	Coordination
b) Project Coordination and Meetings throughout Project	
c) Create Project Schedule	
d) Perform Quality Assurance and Control throughout Project	
e) Meet with Client to Assess the Community's Needs	
f) Develop Prioritized Program of Elements for each park	
Task 2 SITE ANALYSIS	
a) Site Visit and Analysis	Site Analysis
b) Assess Parks and Inventory Park Amenities to Identify Gaps	
Task 3 NEEDS ASSESSMENT	
a) Perform Needs Assessment for each park	Needs Assessment
b) Opportunities and Constraints Analysis	
c) Environmental Assessment	
Task 4 MASTER PLAN DEVELOPMENT and COMMUNITY ENGAGEMENT	
a) Develop Master Plan for each park with Client and Stakeholder Input	Master Plan and Outreach
b) Client Review Meetings	
c) Community Outreach Meetings (1 community meeting, 1 meeting at each park site)	
d) Client Review Meetings (1 park commission meeting and 1 City Council meeting)	
e) Present Finalized Master Plan to Client and Team	
Task 5 COST ESTIMATE DEVELOPMENT, OPERATIONS and MAINTENANCE ANALYSIS	
a) Develop Detailed Cost Estimate for each park	Cost Estimate
b) Operating Cost and Life-Cycle Cost Analysis	
c) Maintenance Cost Assessment	
Task 6 PHASED IMPLEMENTATION	
a) Develop a Phased Implementation Plan with Prioritized Tasks	Phased Implementation
b) Create a Phased Implemention Timeline	
c) Incorporate Project Cost and Funding to Phased Plan	
Task 7 FINALIZE MASTER PLAN REPORT and PRESENTATION	
a) Final Client meeting for Revisions to Master Plan Report	Final Presentation
b) Present Finalized Master Plan Report to Parks and Recreation Commission and City Council	



Docusign Envelope ID: 32FD22C7-4AE5-4AB1-8DF4-15C9FE4DB354

EXHIBIT C

Schedule of Fees

CONSULTANT FEE - HOURLY BREAKDOWN PER MILESTONE TASK

COST PROPOSAL

MDG MELTONDESIGNGROUP

Northwest Rocklin Community Parks

Project Team Hours Per Task

Task	Description	MDG Principal Landscape Architect		MDG Project Manager		MDG Designer / Technicians		MDG Administration		BKF Engineering Principal Engineer		BKF Engineering Senior Engineer		BKF Engineering Drafting Technician		ECORP Consulting Senior Envinrmental Planner		ECORP Consulting Technician		Peloton Research Economics Principal		Sub Totals		Totals
		Hours	$225	Hours	$180	Hours	$125	Hours	$105	Hours	$200	Hours	$180	Hours	$160	Hours	$350	Hours	$200	Hours	$120	Hours	Fees	
1	**PROJECT LAUNCH and PROGRAM DEVELOPMENT**																							$78,250
1.1	Project Kickoff Meeting with Client and Team	9	$2,025	9	$1,620	12	$1,500	2	$210	9	$1,800	0	$0	0	$0	9	$3,150	0	$0	9	$1,080	59	$11,385	
1.2	Project Coordination and Meetings throughout Project	18	$4,050	26	$4,680	30	$3,750	0	$0	18	$3,600	0	$0	0	$0	10	$3,500	0	$0	18	$2,160	120	$21,740	
1.3	Create Project Schedule	2	$450	8	$1,440	2	$250	0	$0	0	$0	2	$360	4	$640	3	$1,050	0	$0	6	$720	27	$4,910	
1.4	Perform Quality Assurance and Control throughout Project	15	$3,375	18	$3,240	24	$3,000	8	$840	6	$1,200	10	$1,800	4	$640	8	$2,800	8	$1,600	30	$3,600	131	$22,095	
1.5	Meet with Client to Assess the Community's Needs	6	$1,350	2	$360	16	$2,000	0	$0	0	$0	0	$0	0	$0	3	$1,050	0	$0	12	$1,440	39	$6,200	
1.6	Develop Prioritized Program of Elements for each park	6	$1,350	14	$2,520	20	$2,500	0	$0	2	$400	2	$360	4	$640	5	$1,750	0	$0	20	$2,400	73	$11,920	
2	**SITE ANALYSIS**																							$37,125
2.1	Site Visit and Analysis of Existing Site Information and Documentation	14	$3,150	15	$2,700	30	$3,750	4	$420	9	$1,800	9	$1,620		$0	9	$3,150	3	$600	9	$1,080	102	$18,270	
2.2	Assess Parks and Inventory Park Amenities to Identify Gaps	7	$1,575	12	$2,160	34	$4,250	0	$0	8	$1,600	12	$2,160	12	$1,920	9	$3,150	3	$600	12	$1,440	109	$18,855	
3	**NEEDS ASSESSMENT**																							$49,260
3.1	Perform Needs Assessment for each park	8	$1,800	15	$2,700	45	$5,625	0	$0	3	$600	3	$540	12	$1,920	2	$700	6	$1,200	30	$3,600	124	$18,685	
3.2	Opportunities and Constraints Analysis	10	$2,250	12	$2,160	27	$3,375	0	$0	3	$600	2	$360	12	$1,920	3	$1,050	5	$1,000	21	$2,520	95	$15,235	
3.3	Environmental Constraints Analysis – Review each of the NCPs and assess for CEQA compliance	11	$2,475	12	$2,160	17	$2,125	0	$0	1	$200	0	$0	0	$0	14	$4,900	15	$3,000	4	$480	74	$15,340	
4	**MASTER PLAN DEVELOPMENT and COMMUNITY ENGAGEMENT**																							$55,430
4.1	Develop Master Plan for each park with Client and Stakeholder Input	8	$1,800	22	$3,960	40	$5,000	6	$630	0	$0	0	$0	0	$0	1	$350	6	$1,200	2	$240	85	$13,180	
4.2	Client Review Meetings	8	$1,800	12	$2,160	22	$2,750	0	$0	0	$0	0	$0	0	$0	2	$700	6	$1,200	2	$240	52	$8,850	
4.3	Community Outreach Meetings (1 community meeting, 1 meeting at each park site)	8	$1,800	20	$3,600	32	$4,000	0	$0	0	$0	0	$0	0	$0	2	$700	4	$800	8	$960	74	$11,860	
4.4	Client Review Meetings (1 park commission meeting and 1 City Council meeting)	10	$2,250	18	$3,240	16	$2,000	0	$0	0	$0	0	$0	0	$0	2	$700	4	$800	8	$960	58	$9,950	
4.5	Present Finalized Master Plan to Client and Team	6	$1,350	16	$2,880	26	$3,250	0	$0	0	$0	0	$0	0	$0	1	$350	8	$1,600	18	$2,160	75	$11,590	
5	**COST ESTIMATE / DEVELOPMENT, OPERATIONS and MAINTENANCE ANALYSIS**																							$41,928
5.1	Develop Detailed Cost Estimate for each park	8	$1,800	13	$2,340	28	$3,500	4	$420	2	$400	2	$360	4	$640	4	$1,400	9	$1,800	26	$3,120	100	$15,780	
5.2	Operating Cost and Life-Cycle Cost Analysis	8	$1,800	18	$23	24	$3,000	0	$0	1	$200	1	$180	4	$640	4	$1,400	8	$1,600	30	$3,600	98	$12,443	
5.3	Maintenance Cost Assessment	10	$2,250	15	$2,700	23	$2,875	0	$0	2	$400	1	$180	2	$320	2	$700	4	$800	29	$3,480	88	$13,705	
6	**PHASED IMPLEMENTATION**																							$35,940
6.1	Develop a Phased Implementation Plan with Prioritized Tasks	6	$1,350	14	$2,520	18	$2,250	0	$0	6	$1,200	8	$1,440	8	$1,280	2	$700	4	$800	6	$720	72	$12,260	
6.2	Create a Phased Implementation Timeline	8	$1,800	13	$2,340	22	$2,750	0	$0	4	$800	8	$1,440	6	$960	4	$1,400	5	$1,000	10	$1,200	80	$13,690	
6.3	Incorporate Project Cost and Funding to Phased Plan	8	$1,800	11	$1,980	16	$2,000	0	$0	2	$400	2	$360	2	$320	3	$1,050	2	$400	14	$1,680	60	$9,990	
7	**FINALIZE MASTER PLAN REPORT and PRESENTATION**																							$19,120
7.1	Final Client meeting for Revisions to Master Plan Report	8	$1,800	20	$3,600	26	$3,250	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	6	$720	60	$9,370	
7.2	Present Finalized Master Plan Report to Parks and Recreation Commission and City Council	9	$2,025	12	$2,160	33	$4,125	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	12	$1,440	66	$9,750	
																					SUBTOTAL:		$297,933	
	Travel: Mileage will be charged per rate sheet (no travel time or perdiem)																				TOTAL FEE PROPOSAL:		$297,933	

Submitted by Melton Design Group, Inc. (MDG)
Date December 4, 2024
Certified by Proposal Signee: Gregory Melton, President / CEO

Authorized to represent MDG and to sign a contract with the City of Rocklin

ASSUMPTIONS :

Building Architecure not included
All work outside the scope provided will be considered additional scope and will require approval in writing from the Client.
Any additional meetings apart from the ones mentioned above, will be billed as additional services on a T&M basis.
If the need for a topographic survey should arise, we assume that it will be an additional service.
All work outside the scope provided will be considered additional scope and will require approval in writing from the Client.
Wet and Dry utility documentation provided by Client and/or others.
Civil utility capacity studies are not required or included.
Preparation of Schematic through Construction documents and Construction Administration is not required at this time and is not included.

CONSULTANT COST ADJUSTMENTS

MDG will use the HOURLY FEE SCHEDULE as the basis for all additional services for a two-year period. At that time fees may be negotiated based on tasks and cost of living increases.

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Worth Every Penny

SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	$225.00 / hour
Senior Project Manager	$205.00 / hour
Project Manager	$180.00 / hour
Irrigation Specialist	$165.00 / hour
Senior Production Specialist	$150.00 / hour
Production Specialist	$125.00 / hour
Administration	$105.00 / hour
Drone Pilot Technician	$195.00 / hour

REIMBURSABLE EXPENSES

B & W Copies 8.5" x 11"	$ .42 each
B & W Copies 11 x 17	$ .68 each
Color Copies 8.5 x 11	$ 1.65 each
Color Copies 11 x 17	$ 3.05 each
Binding Covers 8.5 x 11	$ 3.70 each
Binding Covers 11 x 17	$ 7.10 each
B & W 24 x 36 Print	$ 6.85 each
B & W 30 x 42 Print	$ 10.00 each
Color 24 x 36 Print	$35.30 each
Color 30 x 42 Print	$51.45 each
Premium Color Glossy Plan Print	$76.65 each
Foam Core 24 x 36	$15.75 each
Foam Core 30 x 42	$18.65 each
Flash Drive	$11.55 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	$ .75 per mile

MDG
MELTONDESIGNGROUP.inc

820 BROADWAY ST CHICO CA 95928 – 530.899.1616
1930 G ST SACRAMENTO CA 95811 – 916.754.2153
MELTONDG.COM

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EXHIBIT D

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

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

CONTRACTOR

By: DocuSigned by: Greg Melton A779B620A9E4419...
Greg Melton, President

MELTON DESIGN GROUP, INC.



PROPOSAL RESPONSE FOR

CITY OF ROCKLIN

NORTHWEST ROCKLIN COMMUNITY PARKS MASTER PLAN

December 4, 2024

ROCKLIN
CALIFORNIA

Table of Contents

1. COVER LETTER

2. COMPANY PROFILE
   - ❖ Firm Profile
   - ❖ Qualifications and Project Experience
   - ❖ Project Cutsheets
3. PROPOSED STAFF
   - ❖ Team Introduction
   - ❖ Organizational Chart
   - ❖ Staff Resumes
   - ❖ Subconsultant Resumes
4. PROJECT APPROACH
   - ❖ Project Approach
   - ❖ Conceptual Site Plans
   - ❖ Scope of Work and Project Understanding
5. PROJECT SCHEDULE

6. REFERENCES

COST PROPOSAL and SCHEDULE OF RATES
(in a separate sealed envelope)

December 4, 2024

Attn: City of Rocklin
Office of the City Manager
Elizabeth Sorg, Management Analyst
3970 Rocklin Road, Rocklin, CA 95677
Elizabeth.Sorg@rocklin.ca.us

Re: Northwest Rocklin Community Parks Master Plan



Chico City Plaza and Event Space

For your consideration,

Melton Design Group, Inc. (MDG) is excited for the opportunity to continue working with you to provide Professional Landscape Architect Services for your community. We are a team of exceptional professionals specializing in park and recreation planning and look forward to engaging more with the Rocklin community, creating a vision that enhances the quality of life and attracts users to come and have fun enjoying the outdoors.

Our team has the expertise to create a Master Plan for the Northwest Community Parks that not only addresses the immediate needs of your existing park and recreation facilities, but also paves the way for future generations. We excel at designing community spaces that are unique to your culture, that thrive and encourage social interaction. Our Team also conducts thorough needs and financial assessments to create innovative programming and designs to lay a strong foundation for sustainable, economical and adaptable community spaces. Our goal is to enhance the quality of life today while ensuring the long-term resilience and growth of your park system.

We have partnered with top-tier sub-consultants, BKF Engineering, ECORP and Peloton Research & Economics, that are all very familiar with the City of Rocklin. We will select the perfect product vendors to supply your parks with exceptional and creative solutions. Our passion fuels every project we take on, driving us to invest deeply in our work. We partner with clients and consultants who share our enthusiasm for their communities, working collaboratively to bring their vision to life. Your vision becomes our mission as we work together to create spaces that truly matter.

Our process starts with understanding you, your stakeholders and the people of Rocklin. By working closely with you and your focus groups, we ensure clarity and build consensus among diverse users and decision-makers, making the journey as seamless and straightforward as possible.

We embrace change and see challenges as opportunities to refine our approach. By staying flexible and responsive, we tailor each project to evolving needs and emerging trends, ensuring that our solutions remain relevant, economically feasible and effective in serving your goals and adapting to future demands.



The MDG Team!

This proposal highlights our ability to perform the necessary tasks and services to achieve all your objectives. We believe that our experience in both the Public and Private sectors will make MDG and our Team a great asset to you, your project and your community.

Sincerely,

Gregory Melton - RLA 4217
Melton Design Group, Inc. / (530) 899-1616 / Greg@meltondg.com

Who We Are

COMPANY PROFILE

Melton Design Group, Inc. (MDG) is a Chico-based firm formed by Greg Melton 14 years ago and is now the premier design firm in California. The Design Group staff has worked closely with communities throughout Northern California over the past 35 years and continues the tradition of providing Clients with the highest quality of licensed landscape architectural services. We currently have a design and office staff of 20 dedicated individuals ready to apply their skills to your project.

WHY WE ARE QUALIFIED

We are qualified for your project because the MDG Team has worked together successfully on projects; we complement each other and bring many years of experience working as a team. We gain a clear understanding of your needs and how to turn your project into an attractive, functional, inclusive, sustainable and low-maintenance space that serves your users. The MDG Team will complete and finalize your design within budget. We create precise plans, specs and bid documents to successfully award and administer the construction of your project, providing full project management services.



Chico City Plaza
2009 CRA Excellence in Public Spaces

We can handle your project from start to finish!

WE EXCEL AT…

- Visioning & Communication
- Unique, Locally Focused Design
- Project Research
- Community Outreach
- Stakeholder Understanding
- Operation & Maintenance
- Full Designs & Plan Check Review
- Sustainable Design Techniques
- Design Guidelines & Standards
- Construction Plans & Details

MDG brings a consortium of thinkers and makers to serve you. The Team integrates the minds that take design, development, operations and maintenance to new levels. Our experts are committed to quality and efficient services with the support of our professional staff members to complete our consultant team. The following is a list of services provided by MDG.

FEATURED AWARDS

MDG has been recognized by public and professional agencies for a wide range of projects and community outreach.

2021 California Parks and Recreation Society (CPRS)
Design Excellence Park Planning

2018 American Society of Civil Engineers Sacramento Chapter
Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects
Sierra Chapter Honor and Merit Awards
Parks/Open Space and Rehabilitation/Mitigation

2009 California Redevelopment Association
Award of Excellence in Public Spaces

2007, 2008 and 2009 American Society of Irrigation Consultants
National Excellence in Irrigation Honor Award

2007 Chico Economic Planning Corporation
Community Vitality Award

2005 California Parks & Recreation Society
Award for Facility Design and Park Planning

SERVICES PROVIDED BY MDG

Melton Design Group provides client services throughout the life of a project and we are proficient in developing clean sets of documents that are easy to permit and build. Shown here is the list of services we provide in addition to the complete project management and direct communication between all consultants, Client Staff and Stakeholders. MDG uses both direct person-to-person meetings for primary, critical design sessions and presentations and virtual communication for coordination and file sharing. Other services include, but are not limited to:

- Site Analysis and Understanding
- Facilitation of Public Workshops
- Site Master Planning
- Visioning, Branding and Park Identity
- Research and Investigation
- Virtual Photo Simulations
- Interpretive Design and Signage
- CEQA / EIR Coordination
- Cost Estimates and Analyses
- Public Agency Presentations
- Construction Drawings, Details and Specification
- Contract Documents and Bid Documents
- Storm Water Pollution Prevention Plans
- 3D Modeling and Animation
- Construction Observation and Administration
- LEED and SITES Certification
- Construction Standards and Building Codes
- 20 Year Life Cycle and Maintenance Costs



Butte County Administration Center 2018 ASCEA Award
Outstanding Urban or Land Development Plan of the Year



Verbena Fields Habitat Restoration Award
2009 ASIC National Excellence in Irrigation
2014 ASLA Open Space and Rehabilitation



River patterns of concrete represent local rivers and lead to a benchmark location on a glass aggregate globe pattern at the central park fountain.

Our Past Supports Your Future

QUALIFICATIONS and PROJECT EXPERIENCE



Playful Outdoor Music at Riverbend Park, Oroville, CA

The experience of the MDG staff is focused on Parks and Recreation but includes many other design features including park identity and branding, urban-social and recreation spaces, open space and restoration. Our creative solutions have helped many agencies build unique parks and spaces that have become icons for their communities and stand out in their memory for years.

We work to completely understand your community, your stakeholders and how this park can best serve your community. Our design strategies also incorporate revenue generating opportunities for clients by creating multi-use venues with potential for income, such as combination bandshell, picnic areas or birthday rings. Designing parks to be multifunctional, providing recreation and special community events, is essential.

The following is a comprehensive list of diverse projects to get a sense of MDG's history and quality projects. Following this are cutsheets providing details on projects that are related to yours.





COMMUNITY and NEIGHBORHOOD PARKS

- Chapman Park, Chico, CA
- Riverbend Park, Oroville, CA
- Eleanor Nelson Park, Vacaville, CA
- Turtle Bay Exploratorium Adventure Park, Redding, CA
- Quigley Park, Fresno, CA
- Radio Park, Fresno, CA
- Katie's Kids Park, Kerman, CA
- West River Park, Truckee, CA
- Valley's Edge Specific Plan Parks, Chico, CA
- Turtle Bay Exploratorium Adventure Park, Redding, CA
- Baroni Park, Chico, CA
- Wildwood Park, Chico, CA
- Westside Community Park, Lakeport, CA
- Noble Park, Paradise, CA
- Shastina Community Park, Redding, CA
- Walnut Park, Winters, CA



RENOVATED PARKS

- Da' Yas Park, Eureka, CA
- Riverside Park, Ukiah, CA
- Eastern Oak Park, Sacramento, CA
- Austin Park and Highlands Park, Clearlake, CA
- Turtle Bay: Babes Coral, Redding, CA
- Bille Park, Paradise, CA
- Caper Acres, Chico, CA

CURRENT ON-CALL SERVICES

- City of Chico
- Chico Area Recreation and Parks (CARD)
- City of Davis
- City of Eureka
- City of Hanford
- City of Shasta Lake
- City of Grass Valley
- City of Arcata
- El Dorado County
- Nevada County
- Marysville Joint Unified School District
- Paradise Recreation and Parks District

OPEN SPACE and TRAILS

- Bidwell Park Range Remediation-Oak Woodland, Chico, CA
- Verbena Fields – 20-acre Creek Restoration, Chico, CA
- Live Oak Community Trails / Pocket Parks, Live Oak, CA
- California Park Chain of Ponds and Trail System, Chico, CA
- Riverbend Community Park, Oroville, CA
- El Dorado Hills Town Center, El Dorado Hills, CA



HABITAT RESTORATION

- Riverside Park, Ukiah, CA
- North Park, Davis, CA
- Little Chico Creek Floodplain Restoration, Chico, CA
- Kachituli Oxbow – Riparian Corridor, Sacramento, CA
- South Volante Park Wetland Restoration, Anderson, CA
- Shauna Downs Wetland Bank, Durham, CA
- Big Chico Creek Floodplains, Chico, CA
- Putah Creek Parkway, Davis, CA



WATER CONSERVATION PLANS

- City of Davis and Woodland Conservation Plan, CA
- Elk Grove Community Park Water Reduction Plan, CA
- Chestnut Park Water Reduction Study, Davis, CA
- HACB Countywide Conservation Plan



CITY and RECREATION DISTRICT MASTER PLANS

- Valley's Edge Specific Plan Receation Element, Chico, CA
- CARD Master Plan Update 2013, Chico, CA
- Feather River Recreation Park District 2020 Master Plan
- Red Bluff Parks and Recreation 2015 Master Plan, CA
- CARD 2030 Master Plan Update, Chico, CA
- City of Chico Design Guidelines Manual, CA



STREETSCAPES / BRANDING and WAYFINDING

- City of Gridley Downtown Demonstration Project, CA
- Feather River Boulevard Revitalization Plan, Oroville, CA
- West Gateway Mixed Use District, Hollister, CA
- El Dorado Hills Town Center Amphitheater, CA
- Murieta West Planning Area, Rancho Murieta, CA
- Heart of Fairfield Gateway and Branding, Fairfield, CA

CARD Sports Field Feasibility Study

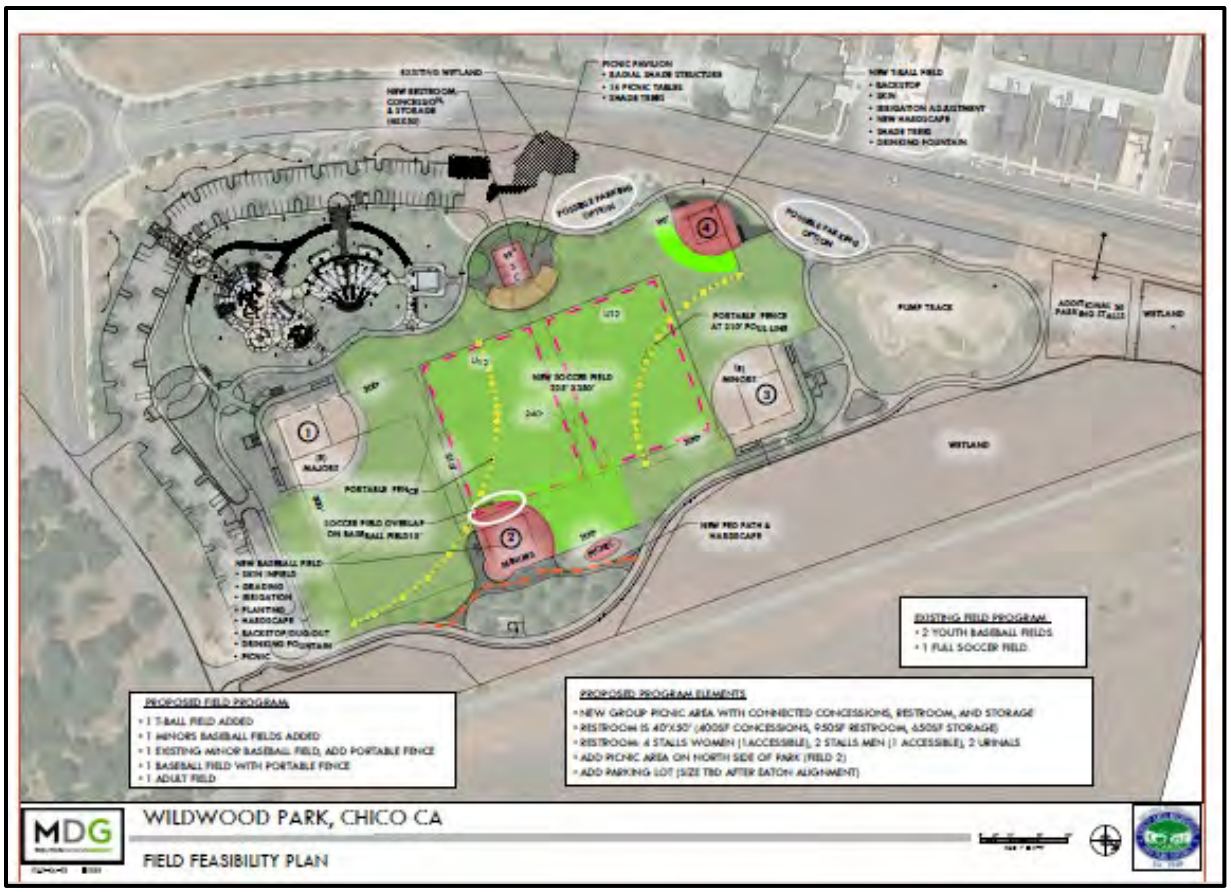
Chico, California
Dates: Oct 2018 – July 2019
Design Fee: $12,750
Contact: Annabel Grimm, General Manager
Chico Area Recreation and Parks District
(530) 895-4711 / AGrimm@chicorec.com



Relevant Staff Roles:
Greg Melton, Principal
Jenna Johnson, Project Manager
Olga Garzon, Landscape Designer

Project Summary:
Melton Design Group worked directly with Facilities and Recreation staff to assess sports fields at three existing park locations. We prepared options to add new fields and reconfigure existing fields to better serve the recreation and programming needs of the community, while minimizing impact and providing more centralized soccer, softball and other recreation opportunities at each park location.

Opportunity Plans were created for the three sites at DeGarmo Park, 20th Street Community Park and Wildwood Park. We worked with the programming staff to identify recreation needs then reviewed the available space at park sites and provided new concept layouts and cost estimates to maximize the field spaces while minimizing impact. This allowed the CARD to use these Master Plans as a guide moving forward to provide more usable field space for programming and inclusive recreation.

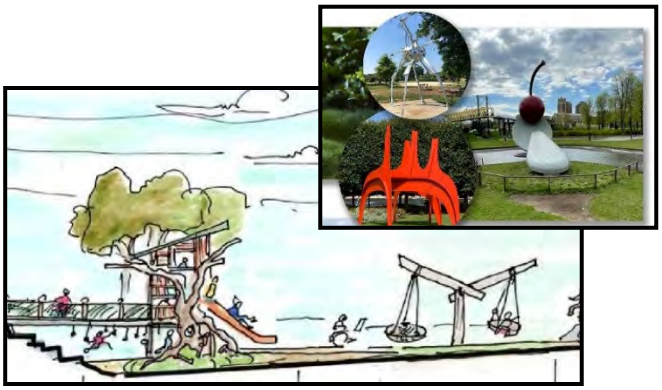


Sunset Whitney Recreation Area (SWRA)

Rocklin, California
Dates: 2022 – Current
Design Fee: $120,500
Project Cost: $3.2 million
Contact: Veronica Tracy, Director of Parks and Rec.
Parks and Recreation Department
(916) 625-5269 / Veronica.Tracy@rocklin.ca.us

Relevant Staff Roles:
Greg Melton, Principal
Sarah Crossley, Project Manager
Annaliese Kuhn, Designer/Technician

Landscape/Art Sculptures



Inclusive Playground at "The Hub"

Project Summary: In March 2022, Melton Design Group, Inc. began work with the City of Rocklin as lead consultant with WDSLA, COAR Design Group and Peloton Research + Economics to create a Master Plan for the 184 AC community park and trails system project, which was previously converted from a golf course. Through community workshops and public outreach, we were able to clarify the needs of Rocklin and evaluate park features and layout.

Activation and preservation are the main focus of the Project. The two acivated zones with ammenities are "The Hub" and "Sunset Boulevard Playground". They are connected by walking, bicycling and crosscountry trails through the site. The Hub is the main access point into the park. Amenities include the following: parking lot, veterans memorial, rose garden, pickleball courts, adventure play area, maintance shed, mountain bike course, art walk and an existing clubhouse that is to be renovated to suit the community's current and future needs. MDG developed the project from conceptual design, through design devlopment, needs assessment, 30-year operation and maintance cost analysis.



"The Hub" Master Plan – Sunset Whitney Recreation Area

Heritage Oaks Park Renovation

West Sacramento, California
Dates: March 2023 – May 2025
Design Fee: $489,000
Project Cost: $5,693,000
Contact: Chris Surawski, City of West Sacramento,
(916) 617-4816 / ChrisS@cityofwestsacramento.org

Relevant Staff Roles:

Greg Melton, Principal
Sarah Crossley, Project Manager
Marissa Millan, Project Coordinator / Designer

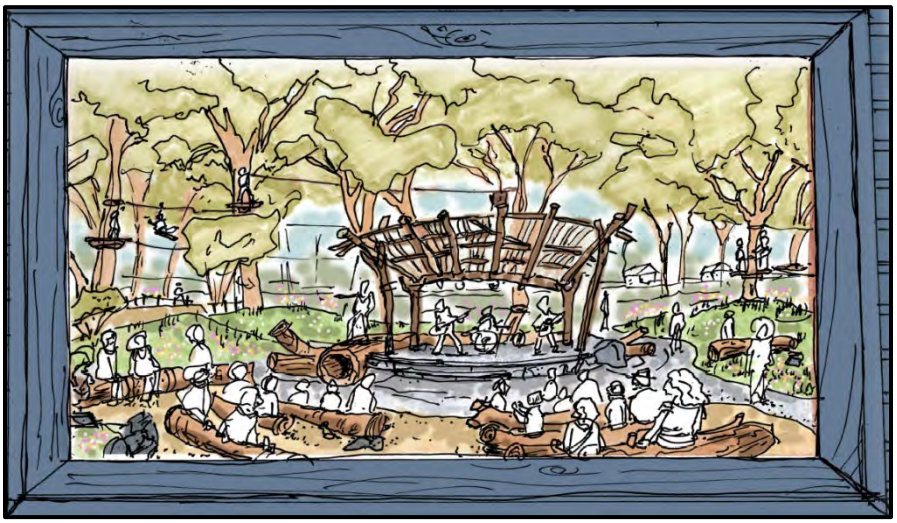


Custom Natural Playground

Project Summary:
The Heritage Oaks Park Renovation project will transform the current landscape into a vibrant community hub! This renovation will bring a wide range of new features, including a playground with custom-themed elements, a refreshing spray ground that corelates with the existing natural life in the area and an all-wheel concrete pump track for cyclists and skaters. A multi-use sports field will accommodate various athletic activities, while a reflexology path and pollinator garden will enhance wellness and provide a serene connection to nature for visitors.



Spray Ground with Natural Elements



Outdoor Classroom and Bandstand

This project is a collaborative effort with the Yocha Dehe Wintun Nation to ensure cultural significance and community engagement are at the forefront of the design. Together, we aim to create an inclusive and dynamic space that promotes active use areas, wellness and a sense of community pride. The Heritage Oaks Park Renovation embodies a shared vision of health, connection and enjoyment, creating a legacy for future generations.

CSU Chico, Soccer Stadium
Division II Soccer Stadium and Bleachers

Chico, California
Dates: 2000 – Current
(on-call consulting for field maintenance)
Design Fee: $125,000
Project Cost: $577,500
Contact: Kim Sutton, CSU Chico Women's Soccer Head Coach,
(530) 520-7727 / KTSutton@csuchico.edu

Relevant Staff Roles:
Greg Melton, Principal / Project Manager
Paige Melton, Designer/Technician



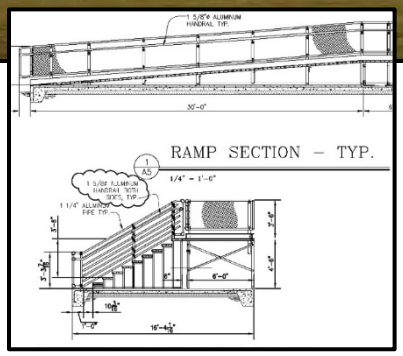
CSU Chico Soccer Stadium
Hybrid Bermuda Turf

Project Summary:
MDG was tasked to develop a Division II State University Soccer Stadium and it has been a long, ongoing project keeping up with consulting maintenance needs. We worked directly with the architect and CSUC Facilities Staff to create this quality facility that could manage and thrive during both the men's and women's seasons. MDG continues to provide consulting services to the CSUC Facilities Staff for turf maintenance during heavy use.

Project Scope

- Grading and drainage plan that entailed a playing surface that was flat for performance, but enough slope for proper drainage. A soil profile with a heavy sand base was used for ease of drainage. A drainage system with inlets and piping was designed to attach to the City system.
- MDG worked with the School architect to develop stadium seating with proper ADA accessibility throughout the stadium.





Keys to Success:

- Soil renovation – 2' deep with sand base
- Precise drainage slope of 1-1.5%
- Proper turf selection – Tiff II Hybrid Bermuda
- An irrigation system designed for deep heat and clean, dry play
- Ongoing perennial over-seeding – For winter growth and additional turf plugs for high-use areas on the field

Gailey Luther DeGarmo Community and Soccer Park

Chico, California
Dates: June 2010 – 2019 Update
Contract Duration: 4 years / 3 contracts
Design Fee: $450,000
Project Budget: $6,900,000
Contact: Annabel Grimm, General Manager
Chico Area Recreation and Parks District
(530) 895-4711 / AGrimm@chicorec.com

Relevant Staff Roles:
Greg Melton, Landscape Architect
Paige Gimbal, Irrigation System Design

Type of Service:
- 36-acre Sports Park Master Plan
- Phase I & II Construction Documents
- Construction Administration

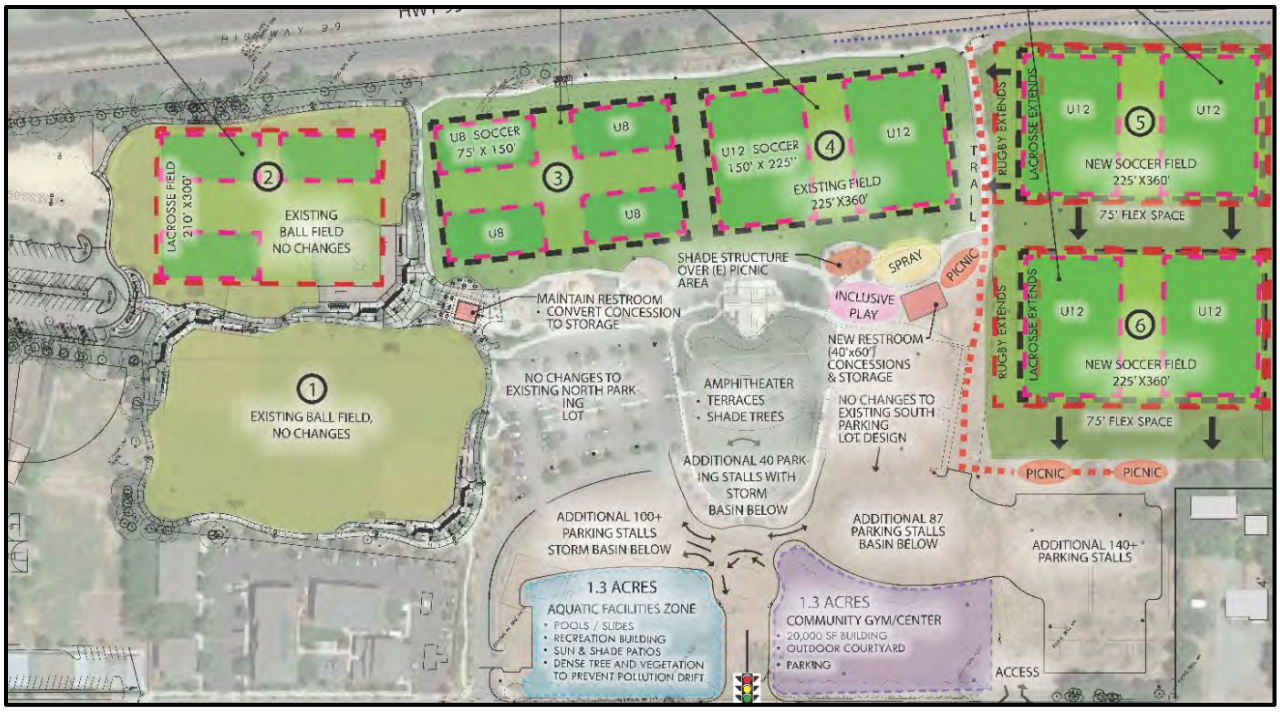


DeGarmo Park Gateway Entry Arch:
Created a thematic arrival to set the tone for an eventful day.

The Gailey Luther DeGarmo park site was previously owned by the DeGarmo family. Melton Design Group captured the history of the site in barn-styled shade structures and a barn-red color theme. Decorative steel rails were designed throughout the park to represent local butte bluffs, rice fields and orchards.

- Phase 1 developed 10 acres including: a parking lot with a bio-filtration system; multi-use athletic fields - two soccer and three softball; a picnic shelter and restrooms.
- Phase 2 developed 12 acres with additional parking, soccer fields, playground and group picnic area. With all of the completed phases, the park covers 36 acres.

Sustainable design elements include native perimeter plantings, elimination of curb and gutter in the parking lot (LID drainage) and low-irrigation water use outside the sports fields. The fields heavy play is tough on maintenance, so we designed a sand-based soil profile with an irrigation system that correctly meets the watering window, allowing fields to dry prior to play.



Chapman Park

Chico, California
Dates: 2021 – October 2023
Design Fee: $336,135
Project Cost: $3,246,413
Contact: Annabel Grimm, General Manager,
Chico Area Recreation and Park District (CARD)
(530) 835-4711 / AGrimm@chicorec.com

Relevant Staff Roles:
Greg Melton, Principal
Aubrey Hendricks, Project Manager
Connor Melton, Designer/Technician



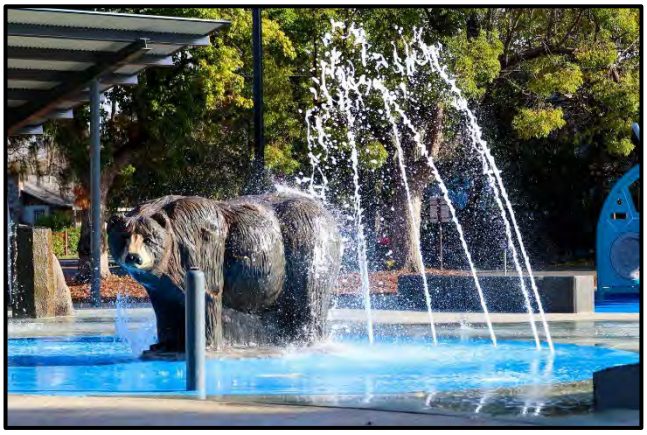
Custom Pergola at Chapman Park

Project Summary: Chapman Park is located on the grounds of the Dorothy F. Johnson Center in Chico, CA. It was originally the location of Chapman School until the early 1950s, when the school moved and the building was left vacant. The Center and grassy fields surrounding it are now utilized by CARD's recreation programs. CARD had a vision for upgrading the open space of the park to better serve the community. MDG saw a great opportunity for all-ages play and all-abilities paths. MDG and CARD worked together to write a Proposition 68 grant proposal to obtain funding for the project. The grant was awarded and was enough to fund most of the design and construction costs, with CARD funds covering the rest so that the whole project could be built as envisioned.

In March 2022, MDG and CARD teamed up again to engage the community and start the process of renovating this wonderful park. Following the Prop 68 grant requirements as closely as possible, we started with public outreach. We wanted to involve the community and gain as much input as possible. The schematic designs were presented multiple times to the public throughout the design process and lots of helpful input was received. We were able to refine the design of the park to include elements that met the needs of the community. After a year and a half of hard work, planning and collaboration, the park just completed construction and opened to the public in early January 2024.

Park elements include:

- Splash pad design that highlights natural waterways with interactive sculptures of local wildlife
- Renovated and improved turf playing field for sports, activities and CARD programming
- Two remodeled multi-use sport courts
- Amphitheater with shaded band stand complementing the design of the Dorothy F. Johnson Center
- Winding walking path throughout park with fitness stations
- Unique play structure with pour-in-place rubber, boulder climbing wall and optimal shade installations


Spray Ground with Grizzly Bear Climbing Element


Play Structure



Multi-Use Sport Courts



Paved Walking Path and Drought Tolerant Landscaping



Natural Turf Field with Custom Shade Structure



Bottle Filling Station Adjacent to Sport Courts



Preliminary Master Plan Design

Stakeholder Outreach and Engagement

Outreach Processes: MDG views outreach and engagement as an opportunity for all to be heard. As a collaborative team, we have the power to positively improve and change the communities we live and serve in. We feel it is our duty to continually think of new ways to get people excited and invested. We aim to draw out innovative ideas through the following processes:



Designer Presenting Vision Boards to Community Members

- Identify how to best communicate with our targeted audience.
- Host Public Workshops and presentations through various methods consisting of:
  - Master Plan Vision Boards, Sketches and inspirational images.
  - Large twenty-foot Master Plan Models to experience a scaled version of the proposed design.
  - Featured elements painted, to scale, on the ground with boards of artistic renderings.
  - Powerpoint Presentations.
  - Virtual Reality Project Tours.
- Circulate Online Surveys.
- Visit schools and recreation groups to involve kids and staff in their local community.
- Collaborate with maintenance staff for input to keep the project functioning and looking great over time.



Large Scaled Master Plan Presentation at Community Workshop



Large Scaled Master Plan Model

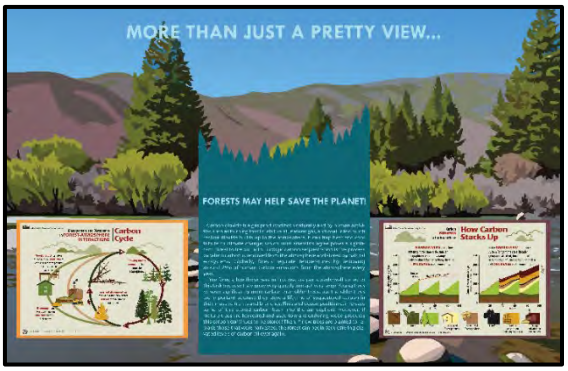


Construction Plan Review at the Park Site

Interpretive Panels and Wayfinding

MDG design interpretive panels and wayfinding for most of our projects. We believe that the story and education of a project starts with the site, the people and their culture. We use our research and interaction with the client to develop the direction and gather information for the panel.

We use the Master Plan to create wayfinding and kiosk mapping to graphically capture the integrity of the site and culture of its inhabitants show the important elements of the site.



West River Forest Air Quality Interpretive Panel

West River Park Forests and Air Quality

West River Park overlooks the Truckee River and Tahoe Ridge Trail. Our goal of this panel was to educate the public on the importance of forests and the benefits they bring to our ecology.



Educational Locomotive Sign at Hewitt Park

Hewitt Park Locomotive Lifetime

Western Pacific Locomotives were work horses for both the timber and mining industries on the West Coast. As steam engines got replaced, they were retired to train yards. This engine is now on display at Hewitt Park in Oroville, CA.

Riverside Park Wayfinding Trails

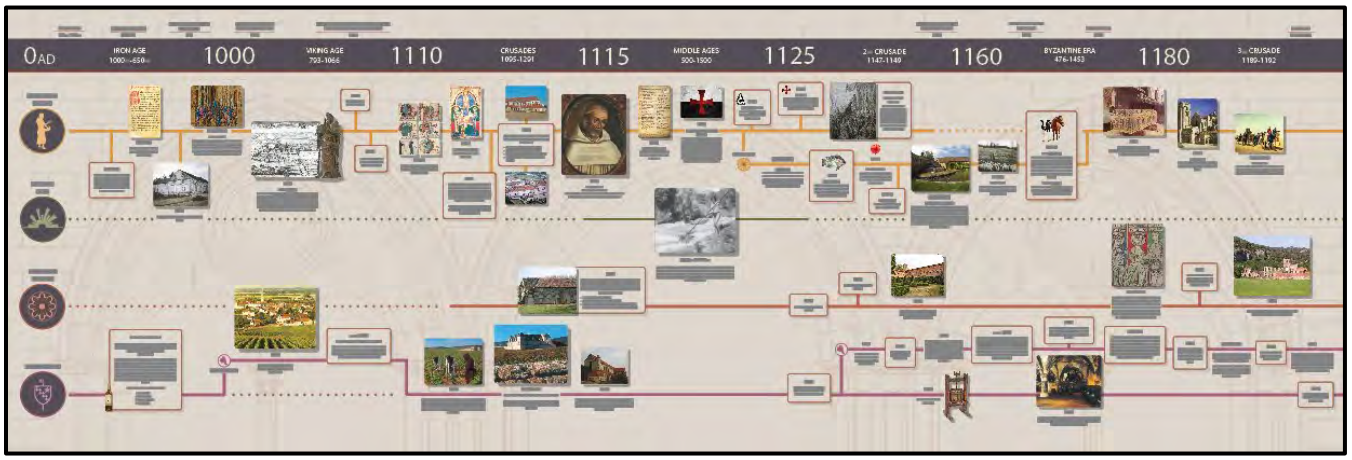
MDG designed wayfinding signs along the trails at Riverside Park to provide key information about wildlife and native plants and help hikers follow the path.



Wayfinding Signs and Informational Trail Markers

Abbey of New Clairvaux Historic Timeline

MDG created a three-part timeline ranging from the year 0AD to 2020 describing the history of Cistercian Monks, the town of Vina, the Abbey Church and the winemaking process.



The First Panel of a Set of Three Timelines Depicting the Historic Significance of Cistercian Monasteries

Introducing MDG's New Program!

PARK COLLAB

BEYOND THE PARK

Park Collab is a consulting group that helps you think **BEYOND THE PARK** and brings health and wellness benefits to your space. We work with a broad range of outdoor spaces to help you **BETTER YOUR COMMUNITY**. We assess your specific needs and collaborate with experts to create dynamic spaces that thrive.

Time spent in nature is proven to make you happier, healthier, and more creative.



Time in nature helps to decrease high blood pressure, anxiety, depression and stress.

What Sets Us Apart: Our Experience and Our Passion

- We have decades of experience and comprehensive networks of experts to curate meaningful and personalized deliverables.
- Park Collab was born out of a desire to build spaces that truly benefit the people and places we serve and create long-lasting results. It is the **HEART AND SOUL OF OUR MISSION** and the reason we are proud to be landscape architects and community builders.

We don't believe one size fits all, that is why we make sure that each park and each project is specially tailored to you and your needs.

Personalized Deliverables
- Reflexology Trail
- Meditation Labyrinth
- Wellness Classes
- Restorative Gardens
- Class schedules and programs

Our deliverables are all **specially curated for you and your community**. They range from physical spaces, interpretive panels and self-guided experiences to program suggestions connecting you with local instructors and experts in the field.

Introducing Team MDG

TEAM INTRODUCTION: WORKING TOGETHER

To deliver a comprehensive and innovative master plan for the Northwest Community Parks Master Plan project, we are excited to partner with a talented group of subconsultants who bring specialized expertise to our team. Each subconsultant has been carefully selected to enhance our project with their unique skills and knowledge. Our design, engineering and development experts will work collaboratively to ensure that every aspect of the project is addressed with precision and creativity. By integrating these diverse perspectives and areas of expertise, we are well-equipped to deliver a master plan that not only meets but exceeds your expectations.

MDG strives to emphasize the importance of communication, teamwork and professionalism. We are committed to listening and pushing the design envelope so that you get a quality and long-lasting finished product. A project like yours takes a combination of many different skills and MDG can steer this ship and blend the unique talents of each specialist to create the desired outcome.

Melton Design Group, Inc. – Chico, CA – Greg Melton, Principal Landscape Architect

Landscape Architecture and Design & Planning

Melton Design Group is dedicated to creating spaces that prioritize wellness and sustainability. We help pave the way for future generations by thoughtfully designing environments that enhance community well-being and promote social interaction and connection. We actively engage with the community through outreach, ensuring that our designs reflect the needs and aspirations of those who will use these spaces for years to come.

BKF Engineering – Sacramento, CA – Jim McCurdy, Principal

Civil Engineering and Surveying

BKF Engineering opened in 1915 and has earned a reputation for successfully planning, designing, surveying and implementing complex engineering projects. With decades of engineering experience, they have a diverse project portfolio and a staff of over 450 individuals dedicated to delivering sustainable and dynamic projects throughout the west coast.

Peloton Research + Economics – Chico, CA – Richard Hunt, Principal

Economic Development and Feasibility Consultant

Peloton specializes in many facets of economic development and strategic market positioning studies for public and private development projects. With expertise in financial feasibility studies, growth projections, programming analyses and usage studies, they provide valuable insights into fiscal impacts and demographic trends. Their tailored approach helps clients navigate complex economic landscapes, ensuring sustainable growth and strategic planning.

ECORP Consulting – Rocklin, CA – Molly Enloe, Principal Biologist / Project Manager

Environmental Consulting

ECORP is an environmental consulting firm in California that has assisted public and private clients with a wide range of environmental regulation compliance services since 1987. Their staff provides full-service multidisciplinary capability over the life of a project, including baseline studies, environmental planning, documentation, and review, permitting negotiation, liaison with resource agencies, environmental impact, mitigation design, construction monitoring, and compliance reporting.

Meet The Team

ORGANIZATIONAL CHART

Melton Design Group has assembled a team of experienced professionals to provide top-notch design services. Key personnel have been selected for their excellence in project management, communication, and sustainable park and recreation planning/design. Total Team experience includes over 100 successful park and recreation facilities designed and built in California.

MDG staff will ensure the prompt delivery of work, control of budget and scope and coordination between the Principal-in-Charge and the Client. Maintaining the project schedule and identifying and responding to issues that may arise requires frequent and effective communication. Principal Landscape Architect, **Greg Melton** will be in control of your project and Senior Project Manager, **Sarah Crossley** will be your primary and daily point of contact. Marissa Millan will assist with drafting and design, Patrick Farrar will oversee quality control and assurance, and Teresa Walsh will handle all administrative and financial aspects of the project. Our team will be available for all coordination meetings throughout the duration of the project. The following is your design team:

Melton Design Group, Inc. – Landscape Architects & Park Planners
www.meltondg.com



Greg Melton
Principal
RLA #4217



Sarah Crossley
Senior Project Manager



Marissa Millan
Production Specialist



Patrick Farrar
Senior Project Manager



Teresa Walsh
Office Manager
Controller

Sub-Consultants

BKF Engineers
Civil Engineering
www.bkf.com



James McCurdy
Principal Civil Engineer

Peloton Research + Economics
Economic Development
www.pelotonrecon.com



Richard Hunt
Principal Researcher

ECORP Consulting
Environmental Consulting
www.ecorpconsulting.com



Molly Enloe
Principal Biologist / Project Manager



GREG MELTON, RLA, LEED AP
PRINCIPAL LANDSCAPE ARCHITECT

Greg Melton has been planning and designing recreation facilities for over 25 years, providing many north state cities and counties with successful design and planning services.

One of Greg's most valued assets is his ability to see and help clients understand the big picture of a project; how a person may experience a project site, understanding the relationship with a site's history and translating these aspects into a physical and visual experience that is informative, fun, and aesthetically pleasing. Greg believes it takes a complete team to design and build a project. All good design ideas need to be vetted against our quality control. All projects deserve quality materials for longevity and operation.

"All the projects we design are specific for each community and we are proud of that."

Recent project experience includes lead design and cost services for:

- West River Park, Town of Truckee.
- Eastside Community Park Master Plan Update in Kerman for the Prop 68 Cultural and Resource Grant submittal.
- Eleanor Nelson Community Park design services for Community Outreach, Master Plan and Cost Analysis, Vacaville.
- Valley's Edge 1,400-acre Mixed Use Development. Recreation and Parks Design for Specific Plan and Design Guidelines of 700+ acres of Park and Open Space in Chico.
- Mooretown Rancheria Community Park Master Plan, Grading and Utilities for existing 32-acre area at Feather Falls Casino in Oroville.

EXPERIENCE

Melton Design Group, Inc.
Landscape Architects and Planners, Chico, CA – Principal
Land Image
Landscape Architects and Planners, Chico, CA – Principal

Education

BS in Landscape Architecture, University of Davis 1990
BS in Horticulture and Recreation Planning, CSU Chico 1988

Registration

California Landscape Architect License #4217
Nevada Landscape Architect License #1062

Accreditation

US Green Building Council
LEED Accredited Professional

Awards

2018 American Society of Civil Engineers: Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects Honor and Merit Awards: Parks/Open Space and Rehabilitation/ Mitigation

2009 California Redevelopment Assoc.: Award of Excellence in Public Spaces

2007 Chico Economic Planning Corporation: Community Vitality Award

2005 California Parks and Recreation Society: Award for Facility Design and Park Planning

Professional Affiliations

California Parks and Recreation Society
American Society of Landscape Architects
Building Industry Association

On the Drawing Board

Sunset Whitney Recreation Area, City of Rocklin
This recreation area will provide a great space to create community. The open space meanders through hundreds of homes and provides a wealth of recreation, wellness, fire safety and a great place to gather and be social. Living in this space will change your life and enhance your wellbeing through connection to nature and people.





SARAH CROSSLEY

SENIOR PROJECT MANAGER

Sarah Crossley joined the MDG team in 2015. She is passionate about all she does, including upcycling furniture, woodworking, gardening, nature walks and, most of all, designing people's spaces, both indoor and out. She also studies Design Psychology, bringing the "WHY" into our design solutions, feeding the creativity and functionality of MDG designs.

Her background in architectural design brings a unique aesthetic to MDG, which can be seen through her mission to create spaces that allow the user to truly thrive. Sarah is an asset at managing and motivating our team and our projects. She is excited to take the next steps to obtain her Landscape Architect License.

"I love the conceptual design phase of a project. It is so rewarding to explore creative solutions that exceed our client's expectations."

Education

BFA in Interior Architecture – CSU, Chico, 2015

AS in Interior Design – Butte Community College, Chico 2010

Committees / Activities / Affiliations

American Society of Landscape Architects - ASLA

Women in Construction (WIC) – 2022

Keynote Speaker – Butte Community College, 2016

Logo Design & Branding – I am for Music, 2010

EXPERIENCE

Melton Design Group, Inc. – Chico, CA
Project Manager / Multimedia Designer

PROJECT EXPERIENCE

- Turtle Bay Playground Additions, Redding
- Hope Plaza Memorial, Paradise
- Eastern Oak Park, Sacramento
- Valley's Edge Specific Plan, Chico
- ZHN Village Master Plan, Oroville



Valley's Edge Homestead Park - Long windy on-grade Slide

On the Drawing Board

Gold Nugget Museum, Paradise

The mission of the Gold Nugget Museum is to preserve and protect the ridge heritage through the collection and display of local artifacts along with community education programs. The original Museum was sadly destroyed by the Camp Fire on November 8th, 2018 and is now being resurrected across Pearson Road in a converted 6,000 SF mechanic shop. Future expansion of the museum is planned to have a larger space for the gem and mineral club, a saloon/restaurant and a period-themed tea house. In addition to the main Museum, there is Nuggetville – a row of seven 12x12 exhibit spaces with old timey facades that parallel the Museum frontage, creating an old west atmosphere visitors can fully immerse into.



Gold Nugget Museum, Paradise

MDG TEAM MEMBERS



MARISSA MILLIAN, Production Specialist

Melton Design Group, Inc.: 2024 to Present

Marissa joined the MDG team in January 2024. She is passionate about creating sustainable and visually appealing spaces, while bringing a unique blend of creativity and technical expertise to her work. Her commitment to thoughtful design prioritizes functionality and client experience. With a background in residential design, Marissa seamlessly integrates her creativity and fresh ideas into all her work. Whether designing parks or residential projects, her teamwork and dedication shines through in every project.

EDUCATION

BFA in Interior Architecture, CSU, Chico, 2017

SELECT PROJECT EXPERIENCE

- Corning City Plaza, Corning
- Galli Residence, Chico
- Westacre Park, West Sacramento
- Heritage Oaks Park, West Sac.



PATRICK FARRAR, Senior Project Manager, Quality Assurance & Control

Melton Design Group, Inc.: 2020 to Present

Patrick became a part of the MDG team in 2020. Patrick has extensive experience bringing collaborative groups and disciplines together, working for the client from concept through construction. His ability to focus on client needs while minding budgets and design details has yielded successful projects throughout the private, municipal and federal sectors.

EDUCATION

BS in Landscape Architecture, Cal Poly, San Luis Obispo, 1991

SELECT PROJECT EXPERIENCE

- Dewbeyúmuwe? Park, Truckee
- Sierra Vista Park, Vacaville
- Da' Yas Park
- Lakeridge Park



TERESA WALSH, Office Manager/Controller

Melton Design Group, Inc.: 2019 to Present

Teresa Walsh has worked in the Construction Industry since 1990. Teresa worked for more than two decades for the local Builders Exchange as a Planroom Manager, then for their Statewide Online Planroom as Managing Editor. This provided her with valuable experience in every facet of the industry from RFP to Design to Construction. She later worked for a landscape contractor, where she put her background knowledge into practical application. MDG welcomed Teresa in 2019, where her vast experience has made her a strong guide and anchor for the Team.

EDUCATION

BA in Visual Communications, CSU, Chico, 1990



JAMES MCCURDY, PE

SENIOR ASSOCIATE / PRINCIPAL CIVIL ENGINEER

James, with over 24 years of civil engineering experience, has worked on numerous projects throughout Northern California. Jim has provided project management for various types of projects including healthcare, educational campuses, residential and commercial development, correction and rehabilitation facilities, roadways and public utilities. Involvement in diverse projects has allowed him to acquire extensive knowledge of accessibility, utility design, grading and drainage and storm water quality implementation, as well as an understanding of various local and state municipalities and agencies.

EDUCATION
B.S., Civil Engineering, Pennsylvania State University

REGISTRATION
Professional Civil Engineer,
CA No. 64850

Professional Civil Engineer,
NV No. 028192

AFFILIATIONS
American Society of Civil Engineers

TOTAL YEARS EXPERIENCE
24 years, 21 with firm

SELECT PROJECT EXPERIENCE

West Sacramento Riverwalk
West Sacramento

City of West Sacramento On-Call (2018-21)
West Sacramento

Garden Neighborhood Park
West Sacramento

DGS Civil Engineering On-Call (2020-2025)
West Sacramento

Pioneer Bluff
West Sacramento

Sutter's Landing Regional Park
Sacramento

Olympians Park
Sacramento

Sacramento Citywide Pool Assesment
Sacramento

R. G. Phillips Park
Roseville

Denio Park
Roseville

Roseville Aquatic Complex
Roseville

Allan Witt Community Park
Fairfield

North Davis Upland Habitat Restoration
Davis

Corderos Park
Vacaville

Sims Ranch & Nicolaus Dairy Parks Rehabilitation
Woodland

Milbrae Skate Park
Davis

Cannery Grade Crossings
Davis

MacDonald Park
Elk Grove

Lodi DeBenedetti Park
Lodi

Pathway Design for Centennial Park
Vacaville

Brighton Landing Neighborhood Park
Vacaville

Hap Magee Ranch Park
Danville

Peloton
Research + Economics

Key Personnel



Richard F. Hunt, Principal

EDUCATION

A.A. Economics
Santa Rosa Junior College
Santa Rosa, California

B.A. Economics
California State University
Chico, California

AFFILIATIONS - PAST/PRESENT

Urban Land Institute

Appraisal Institute

California Bureau of Real Estate Appraisers

Congress for the New Urbanism

National Association of Parks and Campgrounds (ARVC)

CERTIFCATIONS

Certified HUD Analyst
CNU-Accredited (CNU-a)

CONTACT

Phone: (530) 228-0922

Email: rfh@pelotonrecon.com

Web: www.pelotonrecon.com

linkedin.com/in/richard-hunt-a2870945

Richard Hunt will provide updated demographics and growth projections to aide in the preparation of the PROS Master Plan Document for the City of Merced. Additional major tasks include the preparation of a Capital Improvement Plan (CIP), financial plan, and funding strategy for continued operations and new park facility development.

Richard is Founder and Principal of Peloton Research + Economics, a market research and economic planning firm specializing in the feasibility analysis and forward planning of a wide range of real estate projects throughout North America and the Asia Pacific. Richard has 35 years of diverse experience in all aspects of real estate market research management, strategic economic development, market and financial feasibility analysis, valuation, and highest and best use analysis for public and private infill developments, redevelopments, suburban retrofits, and new community recreation facilities.

To date, Richard has provided economic consultation and population forecasting in 42 California counties and 28 states in the U.S. He has additionally provided market and financial feasibility consultation to prominent corporate clients including Marriott, Hines, General Growth, Gilbane, Opus, Bank of the West, Wells Fargo, Poag & McKewen, Hallmark, and Sierra Nevada Brewery, among others.

PARTIAL PROJECT LIST:

- Town of Magalia Community Recreation and Resiliency Center – Market & Financial Feasibility Study for a new, state-of-the-art multi-purpose center – Melton Design Group and Paradise Recreation and Parks District (PRPD).
- Town of Paradise Community Center - Updated Feasibility Assessment for a new community center to replace a senior center destroyed in the Camp Fire – Melton Design Group (MDG) and PRPD.
- Fox Hills Golf Course Community - Feasibility Assessment for the Revival of the Fox Hills Specific Plan, Los Banos and Merced County - Western Care Construction.
- Castle Air Force Base - Property Valuation and use assessment of 3 separate parcels totaling 13 acres in City of Atwater - Western Care Construction.
- Downtown Master Plan – Market Feasibility & Financial Assessment for a 20-year Downtown Plan – Town of Paradise and Urban Design Associates (UDA).
- Camp Fire Wildfire Disaster Technical Analysis of Housing Prospects for Butte, Glenn, & Tehama Counties, North Valley Community Foundation and Fannie Mae.
- Dane County, WI – Bus Rapid Transit Market Demand Study & TOD Analysis for prospective transit stop locations - Center for Neighborhood Technology (CNT) & Capital Area Regional Planning Commission (CARPC).
- Mandeville, LA - Economic Resiliency Plan and Market Study for the Old Mandeville Town Center and Waterfront Park - Duany Plater-Zyberk & City of Mandeville, LA.
- University of California Santa Barbara, Campus Housing Master Plan – Market feasibility analysis and opportunity assessment for a 20-year campus housing plan – Urban Design Associates (UDA) and the University of California Santa Barbara.

Molly Enloe

Principal Biologist/Project Manager

Ms. Enloe has over 30 years of experience as a biological resource professional, specializing in endangered species and wetland compliance, biological assessment, CEQA/NEPA documentation, and environmental permitting. Ms. Enloe has prepared biological resource evaluations and impact assessments for a wide variety of projects, from General Plans/Specific Plans to commercial and residential developments, transportation and infrastructure projects, and recreational facilities. She has performed biological surveys, implemented mitigation and monitoring programs, and performed environmental data collection and analysis for projects throughout California and parts of Nevada. Her species experience includes western burrowing owl, California spotted owl, Swainson's hawk, San Joaquin kit fox, blunt-nosed leopard lizard, desert tortoise, California tiger salamander, valley elderberry longhorn beetle, and vernal pool crustaceans. Ms. Enloe is experienced in meeting the requirements of multiple agencies, including state and federal resource agencies as well as the U.S. Army Corps of Engineers, Regional Water Quality Control Boards, Caltrans, and Tahoe Regional Planning Agency. She is also familiar with all phases of environmental remediation, having led the cleanup of several contaminated ecological sites for the U.S. Air Force.

Education

- B.S., Environmental and Systematic Biology, California Polytechnic State University, San Luis Obispo
- Masters level coursework in ecology and environmental science, California State University, Sacramento

Registrations, Certifications, Permits and Affiliations

- Member, Sacramento-Shasta Chapter of The Wildlife Society
- Member, WTS International (Women in Transportation)

Professional Experience

Upper Canal Reliability Project, El Dorado County – Georgetown Public Utility District. Biological Resources Task Manager for a proposed irrigation canal upgrade project designed to improve water supply and reliability. ECORP conducted a literature review, performed biological field surveys, and prepared the Biological Resources Assessment in support of the project's CEQA documentation. ECORP also prepared the 1602 permit application and 404 permit exemption request, and provided technical inputs to the Biological Assessment for the Bureau of Reclamation's Section 7 consultation. The BA evaluated potential project effects on California spotted owl, California red-legged frog, foothill yellow-legged frog, northwestern pond turtle, and developed recommendations to avoid and minimize adverse effects.

We Can Handle Your Project

PROJECT APPROACH

The following understanding, approach and vision will address how Melton Design Group and our Team of Designers and Engineers will serve you and complete your project above expectation!

Our Team will deliver three (3) concept plans, all compiled in a Master Plan Report, that will not only enhance the functionality and operations of the Northwest Rocklin Community Parks but also align with the City's goals for community growth, health, inclusiveness and sustainable development. By leveraging a collaborative process and forward-thinking strategies, we aim to transform these spaces into dynamic hubs of recreation, wellness and engagement for the next 20 years.

The following illustrates our approach to projects we have worked on that are similar to your project and demonstrates that we are qualified to perform for you and your community.

CARD RECREATION FEASIBILITY STUDY and ECONOMIC PLAN

Chico Area Recreation District (CARD) was in a similar situation as the City of Rocklin. As the City of Chico grew, it built parks that strove to cover many recreation elements all in one park. This resulted in a lot of repeated elements in park after park, with no consideration for which community/location was best served by which element(s). We provided the District with a Feasibility Study that allowed them to evaluate each individual park, and the parks as a whole, to add or remove elements best suited for each community based on location, use and cost. Primarily the sports fields like soccer, baseball and softball were assessed. Taking action based on the results of the Feasibility Study made it possible to create a stronger identity for each of the parks and optimize operations, storage and maintenance, making them much more efficient overall.

COMMUNITY ENGAGEMENT and OUTREACH

Engaging the community is vital to the success of this project. Through interactive workshops, targeted outreach sessions and inclusive discussions, we will gather valuable input to shape the Master Plan for each park. Drawing on past successes like the design we created for the Sunset Whitney Recreation Area, we'll ensure the process is transparent and reflects the voices of all stakeholders. Incorporating digital surveys, visual tools and public meetings will help us identify the needs and wants of specific groups and the community as a whole.

Whitney Community Park, Margaret Azevedo Park and Kathy Lund Community Park are all heavily used parks in the east side of the City, and within three (3) miles of each other. They see regular use throughout the week but park use increases exponentially on the weekends. With visioning, each will gain a strong identity and play a larger role in the community.

NEEDS ASSESSMENT and FUTURE GROWTH

Using the 2017 Parks and Trails Master Plan as a foundation, we will identify unmet needs, such as dog parks, splash pads and skate parks, and assess existing features for enhancements. To address future growth, the plan will include considerations for increased future park use due to the upcoming 2,600-acre Placer One Development project, as well as the City's undeveloped land. This forward-looking approach ensures the parks evolve alongside Rocklin's expanding population and infrastructure.



HEALTH and WELLNESS EDUCATION – *Going Beyond the Park*

We will emphasize wellness-focused amenities, such as walking and running trails in the urban forest and fitness stations, along with reflexology paths, labyrinths and interpretive panels in meditation areas. These elements will be supported by education on health and wellness, explaining how they aid in reducing anxiety and help create peace of mind.

Interpretive panels will explain why exercise and meditation are key to a healthy lifestyle. There is an organization called ParkRX that can work directly with your hospitals encouraging them to *prescribe* walks in the park to help people reconnect with nature. Our goal is for these parks to possess the necessary elements to qualify for these prescriptions and allow your communities to heal by visiting the parks.



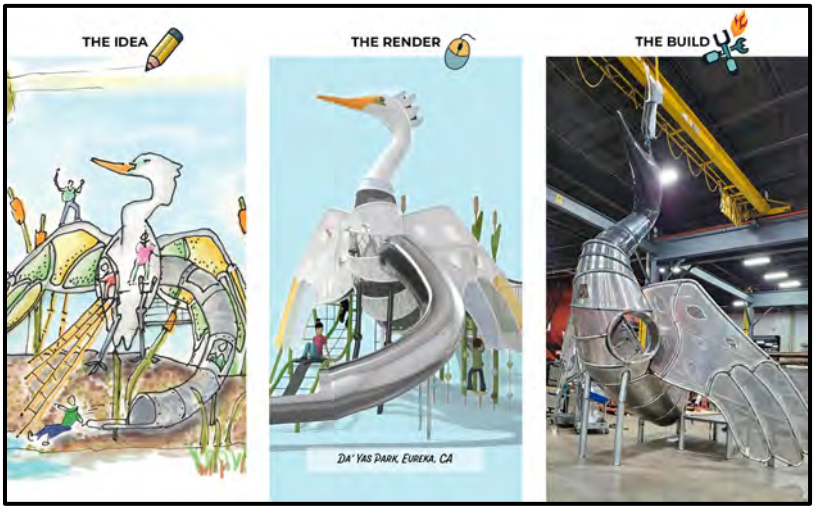
Custom Reflexology Path at Chapman Park, Chico, CA

BRANDING and IDENTITY IN ROCKLIN

Establishing cohesive branding across all parks is a priority. Whitney Community Park, with its gateway arch and established themes, serves as an excellent model for Margaret Azevedo and Kathy Lund Parks. We'll propose multiple methods to unify these spaces under a consistent identity including signage, wayfinding and design elements that help highlight and celebrate your community's culture.

WHAT'S YOUR CULTURE?

MDG has vast experience creating distinct park themes and identities that resonate with the community. For Da' Yas Park in Eureka, CA, we collaborated with the local Tribal Community and playground manufacturer, Landscape Structures, to design a custom egret-themed play structure to establish a strong and unique identity for the park. The City of Eureka wanted to strengthen the Tribal image throughout the City and this was an opportunity to incorporate cultural connection with the community. The theming process was also an opportunity to show Tribal pride while helping the City's parks thrive.



Design Progression from Sketch to Manufacturing of the Da' Yas Egret Slide

REVENUE-GENERATING OPPORTUNITIES and FISCAL MANAGEMENT

Throughout California, Park and Recreation Departments have a hard time funding the operations and ongoing maintenance of their parks and programs. There are many ways to stimulate income in parks and to create a sustainable financial system.

Many of the Clients we work with want an opportunity for revenue generation incorporated in their parks. For example, we recently worked with the Town of Truckee to develop Dewbeyúmuwe? Park where they took an aggressive approach to funding their park operations and maintenance. The City Manager agreed with the idea of granting a long-term lease on a building in the park to a local food and beverage company. They saw $10,000 a month income from that one lease! Additionally, they sold a second 5,000 SF parcel of park acreage creating more income for the Park Department.

To support the financial sustainability of each park, we propose adding in revenue-generating amenities such as food and beverage truck hookup locations, concession stands, and farmers markets. With the new fields, the City can offer larger tournaments for youth and elite athletes. These options provide revenue to operate and maintain a park.

On the simpler side: We can follow some basic business financial principles such as investing in quality financial management. If we look at the Parks Department as a business, it makes sense to understand all the costs and expenses and charge appropriately for rentals and tournament fees.



Long-term Leased Building (Right) in Dewbeyúmuwe? Park, Truckee, CA

CREATING SAFETY and SEQUESTERING CO2

By locating the parking lots along the street, along with placing natural barriers along the road, such as trees and embankments, we will prevent park users from accidentally entering the street. And with planting a dense tree barrier along the streets and in the parking lots, we can reduce the heat sink and create a barrier preventing the CO2 fumes from entering the park where users are playing and enjoying nature.

PERSONAL CONNECTION

When it comes to design and interaction, MDG holds in-person connection in high regard. We find that being on site and getting the chance to meet new people gives us the opportunity to communicate better and become more familiar with your staff, the community and the park itself. Virtual meetings are very useful for quick updates and meetings, but we prefer being there in person to genuinely connect with everyone. One of our favorite things to do is hold pop-up meetings at existing community events to gain input from the public. Farmers Markets present a great opportunity to meet and connect with the public, let them see the conceptual plan, gain their input.

BANG FOR YOUR BUCK

When it comes to our fee, we focus on delivering exceptional value by creating impactful designs within your budget. Our adaptable and responsive team is well-equipped to navigate the dynamic nature of the design process, ensuring a cohesive approach that maximizes financial value for your project. By collaborating with local contractors, we gain valuable insights into construction and material costs, which we cross-check with reliable references to refine our methods. Our priority is always to design for quality over quantity, with careful consideration of long-term maintenance to ensure lasting success.

Cooperative Purchasing: One approach we have implemented to save time and money and help our projects run smoothly, is the use of Cooperative Purchasing with Sourcewell, National Purchasing Partners and Omnia. By integrating pre-purchases through your agency, we can not only save time off the long 20-week lead times, but we can also save approximately 20% off both cost and installation of elements in your parks. We would need approval from the City Attorney to make sure this type of purchasing would be feasible for your City.

MAINTENANCE and LONGEVITY

Designing parks with long-term maintenance in mind ensures their feasibility and quality for years to come. Our approach to parks emphasizes durable materials, low-maintenance landscaping and efficient systems to reduce the strain on City resources. We will also provide a detailed breakdown of operational and maintenance costs (20-year life-cycle cost analysis) for proposed amenities, ensuring the City can plan effectively.

Collaboration with the City's maintenance staff will be integral to tailoring solutions that address current challenges while setting realistic expectations for upkeep. By balancing innovative design with practical management strategies, we aim to create parks that remain vibrant and functional with minimal ongoing effort.

UTILITIES and INFRASTRUCTURE

Modernizing utilities and infrastructure is critical to supporting the long-term functionality of these parks. Our approach will address key areas such as water management, lighting and other essential systems. We will assess existing utilities to identify potential upgrades, including energy-efficient irrigation systems, solar-powered lighting and sustainable stormwater drainage solutions. Our Civil Engineer has already begun assessing the utilities of all three parks (one of the three plans they've created is shown below).

By incorporating innovative technologies like subsurface drip irrigation and weather-responsive controllers, we aim to optimize water usage while maintaining lush and vibrant landscapes. Additionally, infrastructure improvements will support future amenities such as food trucks and amphitheaters, ensuring these parks are equipped to handle increased activity and community events.



Available Infrastructure at Kathy Lund Community Park (not to scale), provided by BKF Engineering

VISUALIZING THE OPPORTUNITIES and CONSTRAINTS

As a part of our proposal process, we visited each of the parks and identified potential opportunities. This process helps us understand the scope of work we are proposing and establish the fee for the project. We know there needs to be a complete outreach and assessment process to create and confirm the direction of the parks, but we have come up with a vision for some new additions to each park.

Whitney Community Park: This park is envisioned primarily as a soccer field facility, while retaining its existing ball fields. The proposed Master Plan integrates enhancements to maximize unused areas and meet the needs of recreational users and elite tournament players of all ages.

- **Soccer and Multi-Use Fields:** Incorporate new soccer field options and multi-use fields (softball/soccer) in both Phase 1 and Phase 2 to support high usage.
- **Open Space and Trails:** Enhance the open space with revegetation efforts and improved trails, creating a wooded riparian forest for wildlife habitat and user exploration.
- **Meditation Area:** Upgrade the meditation area with a shaded gazebo, establishing a serene venue suitable for small weddings and special events.
- **Parking Expansion:** Add 200 parking spaces to accommodate large groups and ensure accessibility to all park elements.
- **Signage and Wayfinding:** Add clear signage as needed to complement the existing signage in the park.

Margaret Azevedo Park: As you enter this park, the first impact is all the terracing and elevation challenges and considering how we can take advantage of them and solve some of the erosion issues that are occurring. We see this park providing more youth-size soccer fields and additional amenities to support community activities, enhance recreational opportunities and address the growing demand for versatile outdoor spaces.

- **Youth Soccer or Pickleball:** Utilize the long, narrow terrace area on the right as you enter the park for U7-8 youth soccer or eight (8) pickleball courts to complement existing facilities.
- **Amphitheater/Event Space:** Develop the slope from the road up to the terrace into a seating bowl amphitheater, offering a welcoming themed entry and supplementing Quarry Park's event facilities.
- **Youth Baseball/Softball Fields:** Transform the small, unused lot west of the ball field into youth baseball and softball fields or three (3) U9-10 soccer fields, incorporating additional terracing to maximize the area.
- **Erosion Control and Shade:** Implement erosion control measures and plant shade trees to enhance comfort and accessibility at lower soccer fields and play areas.
- **Signage and Wayfinding:** Add clear signage to improve navigation and enhance the user experience.

Kathy Lund Park: This park is the most developed of the three Northwest Community Parks. Our proposed enhancements focus on activating underutilized areas while evaluating the potential for new amenities to meet community needs. Our goal is to create a welcoming, functional, and versatile environment that supports various recreational and community activities.

- **Central Gathering Plaza:** Develop a welcoming central gathering plaza featuring shaded picnic areas.
- **Parking Expansion:** Add parking along the Lone Tree side of the park to improve access and transform the gravel area into additional parking with food truck hookups to create a centrally focused active area.
- **Trail System:** Create trails weaving through the wooded areas to provide opportunities for forest therapy, meditative walks, and nature appreciation.
- **Adventure Play Area:** Install an adventure play space that promotes exploration and active engagement for children.
- **Baseball Field Infield Enhancements:** Design an infield suitable for training and T-ball to expand the park's functionality.
- **Signage and Wayfinding:** Add clear signage to improve navigation and enhance the user experience.

***** 11"x17" fold out Renderings follow this approach***

The Path to Success

SCOPE OF WORK

PROJECT UNDERSTANDING OF THE NORTHWEST ROCKLIN COMMUNITY PARKS MASTER PLAN



Whitney Community Park



Margaret Azevedo Park



Kathy Lund Community Park

Team MDG will use its creative, engaging process to lead a productive design vision that ties the three parks together. By studying these three parks as one, we can develop a synergistic design that incorporates all the uses, develops specific themes for each and studies their operation and maintenance to make them thrive for the community.

Here's are some key steps that will help your team and our team work together to create a successful design

- Gain complete understanding of the three sites environment and opportunities to best use each of the parks attributes and issues.
- Identify a comprehensive list of uses and park elements and make determinations of best uses for each park
- Incorporate the available funding and overall costs to best phase each park site. The understanding of the Cities operational costs
- Stretch the design to be innovative and incorporate cutting edge placemaking to create super interesting play areas and functional sports facilities.
- Take advantage of the slopes and natural areas to create nature and natural experiences
- Coordinate with the Maintenance and operations Team to understand issues.

The following is an outline of the proposed scope of work to take your project from start to finish:

TASK 1 – PROJECT LAUNCH and PROGRAM DEVELOPMENT

We feel the project launch sets the tone for a successful project. The prime consultant brings the key players from each team and meets with the Client's project manager and assisting staff.

1.1 Meet with the Client and Team to discuss the scope of work, design needs and specific wants for the project. Identify a key group of stakeholders to form an Advisory Committee.
1.2 Project coordination and project meetings.
1.3 Create project design schedule and update throughout project for all design tasks.
1.4 Perform Quality Assurance and Quality Control throughout project.
1.5 Engage with Client Staff to assess needs of community.
1.6 Develop program of elements and prioritize Client's needs and wants.

- Review ideas and gain a complete understanding of the project.
- Discuss all possible opportunities and study constraints directing the design.

TASK 2 – SITE ANALYSIS

Team MDG will work with the City to gain a full understanding of all three park sites (Northwest Community Parks or NCPs), review all available baseline information and advise on additional data needed before moving on to the Master Plan development process.

2.1 Site Visit and Analysis – Onsite and surrounding analysis to observe existing conditions.

- Visit each site and study all existing site elements, including reviewing aerial/satellite imagery.
- Study general grades for site and existing topography to understand the elevation challenges.
- Confirm utilities, stormwater management and drainage on existing plans and on site.
- Review available documentation including as-built documents for the park sites and adjacent public road as well as Title Reports to determine if there are any encumbrances on the property.
- Identify all onsite elements that are to remain and to be removed.
- Obtain all site conditions from sun, wind, views, neighbors, uses, etc.

2.2 Assess and Inventory – Review collected data and create a report summarizing existing conditions and amenities of all three parks.

- Identify gaps between parks, programs and areas where elements and facilities can be enhanced regarding recreation and open space within the City. This information will help guide the Needs Assessment.

TASK 3 – NEEDS ASSESSMENT and ENVIRONMENTAL CONSTRAINTS ANALYSIS

Team MDG will do a deep dive into researching all existing plans and documents, as well as assessing all recreation sites in order to properly understand the full picture of the recreation opportunities the City of Rocklin has to offer.

3.1 Needs Assessment – Perform a needs assessment regarding potential recreational and open space uses of the NCPs.

- Review existing information from the City of Rocklin and other organizations.
  - Recreation Master Plans, General Plans, School District involvement, Specific Plans
- Conduct interviews with City elected officials, Commissioners, City staff, local recreation and tourism organizations, youth sports organizations, law enforcement and local business owners that may be appropriate to help inform the potential use of the NCPs.
  - Rocklin Little League and Pony League
  - Rocklin Youth Soccer and Elite Soccer Placer United
  - Volleyball and Basketball Clubs
- Gather demographic data and participation analysis. Conduct a detailed assessment of population trends, recreation preferences and participation rates, updating and building on the findings from the 2017 Parks and Recreation Master Plan.
- Evaluate the potential uses of the NPCs while considering existing conditions and constraints, such as environmental preservation requirements, developmental restrictions, proximity of nearby neighborhoods, and opportunities to optimize amenity placement, including the ball fields.
  - Environmental assessments and mitigations in relation to the description of each project will be assessed and will alter the design if mitigations are too costly.

3.2 Opportunities and Constraints Analysis – Evaluate data from Needs Assessment for improvement opportunities.

- Discuss opportunities and constraints of existing and proposed amenities for all three parks.
- Evaluate existing park amenities through a wellness and inclusive perspective.

3.3 Environmental Constraints Analysis – Review each of the NCPs and assess for CEQA compliance.

- Conduct a field visit to perform a wetland assessment, database searches and a review of publicly available data, including aerial photograph interpretation and literature review.
- Prepare a Constraints Analysis Memo for each of the NCPs.

- Prepare a Cultural Resource Study of the NPCs.
- Environmental assessments and mitigations in relation to the description of each project will be assessed and will alter the design if mitigations are too costly.

TASK 4 – MASTER PLAN DEVELOPMENT and COMMUNITY ENGAGEMENT

We will work to create a master plan, one for each park with multiple alternative layouts. We will then work with the Client and the Community through outreach events, in a collaborative process to first identify their needs and wants, then to create a prioritized program that best represents these.

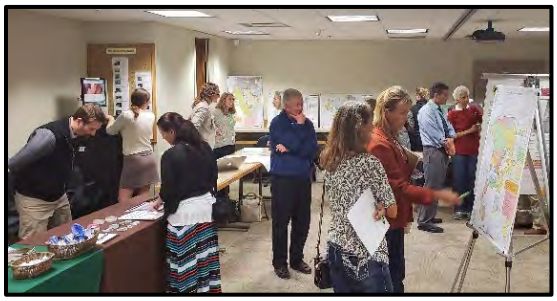
4.1 Develop a master plan for all three park sites that identifies a mix of recreational uses for each park that will result in successful development, operation and maintenance, while addressing current and future needs of the City and its residents.

- Include all elements of proposed program with schematic conceptual options.
- Provide inspiration boards for park elements.
- Develop architectural concepts for all proposed structures.
- Incorporate Client, community and stakeholder input to help shape the designs.

4.2 Client Review Meetings – Meet with Client to review designs pre-outreach. Make revisions as needed.

4.3 Community Outreach – Engage with stakeholders for local input at community meetings.

- Facilitate one (1) community meeting to gain input from the community and stakeholders.
- Facilitate one (1) meeting at each park site to clearly understand the site and actual location of new design elements.



Public Outreach Meeting

4.4 Client Review Meetings – Meet with Client to review design options post-outreach and narrow down design to one preferred alternative.

- Facilitate one (1) Park Commission meeting to gain input and approval from the Council
- Facilitate one (1) City Council meeting to gain input and approval from the Council

4.5 Present Finalized Master Plan to Client and Team – Implement any remaining revisions as needed.

TASK 5 – COST ESTIMATE / DEVELOPMENT, OPERATIONS and MAINTENANCE ANALYSIS

Team MDG will create cost estimates for the three park projects and research the best way to fund ongoing operations and maintenance. Estimates will have projections based on future development schedule.

5.1 Cost Estimate – Provide a detailed cost estimate and financial assessment, breaking down each park and all elements in the park.

- Identify any public infrastructure that is needed to develop, expand and operate the parks.
- Assess operational sustainability including maintenance and staffing needs.

5.2 Operating Cost and Life-Cycle Cost Analysis – Provide a 20-year life-cycle cost analysis to determine the costs to operate and maintain each of the parks, including funding recommendations and considerations.

- Evaluate the economic feasibility of proposed recreational programs and amenities, ensuring alignment with community priorities.

5.3 Maintenance Cost Assessment – Coordinate with City maintenance staff to understand existing maintenance costs and issues, and address these to create a solution-oriented cost estimate that optimizes a successful future.

TASK 6 – PHASED IMPLEMENTATION PLAN

MDG will create a phased implementation plan including a prioritized schedule with updates and improvements for each park. We will present to Staff and Commission to determine priority elements in each park.

6.1 Phased Implementation Plan – Develop a clear roadmap for phased project implementation for the recommended master plan.

- Identify potential funding sources, including state and federal grants, bonds, development impact fees, public-private partnerships and municipal budgets.
- Provide actionable strategies for phased funding and implementation based on the City's fiscal priorities.
- Explore innovative revenue opportunities such as sponsorships, new or expanded concessions and naming rights.
- Prioritize projects based on funding availability and community demand.

6.2 Phased Implementation Timeline – Create a schedule planning out each phase with specific project milestones and deliverables.

6.3 Project Cost and funding will be added as a part of the Implementation Plan to help understand budgets and to prioritize each phase.

TASK 7 – FINALIZE MASTER PLAN REPORT and PRESENTATION

At the end of the project, Team MDG will present the completed master plan to City Council. Master Plan Report complete will document the whole design input and visioning process.

7.1 Final meeting with Client for comment and revisions to the Master Plan Report.

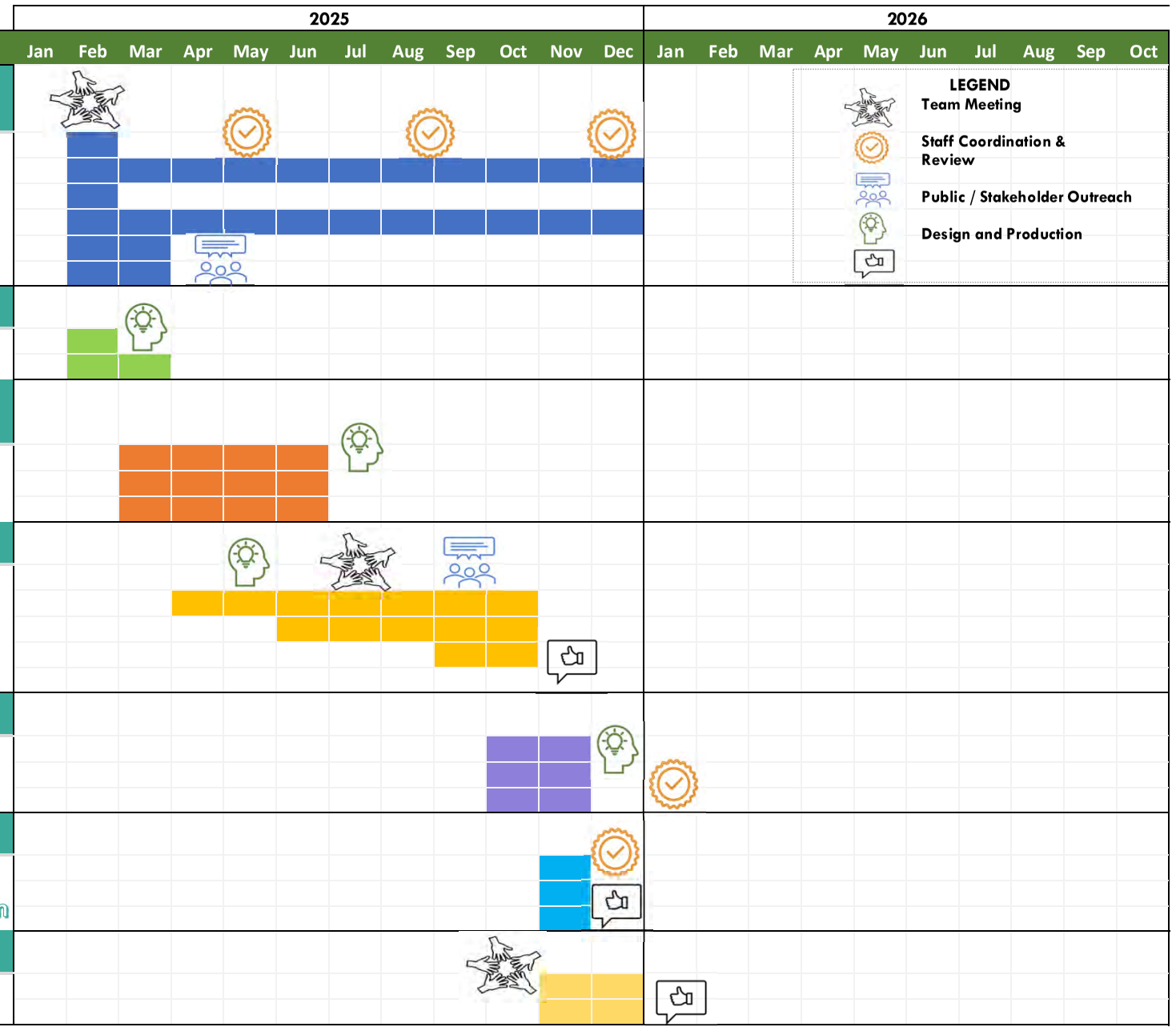
7.2 Present the recommended Master Plan Report for consideration at meetings to the Parks and Recreation Commission and the City Council.

- Present Digital Master Plan Report Presentation
- Provide hard copy documents, including enlarged park renderings and inspiration boards
- Present Plan with virtual reality goggles for an immersive experience to see design details
- Provide Cost Estimates for Development, Operations, and Maintenance
- Provide Phasing Plan and Schedule

Northwest Community Parks Master Plan

Project Schedule

TASK DESCRIPTION	PLAN START
Task 1 PROJECT LAUNCH and PROGRAM DEVELOPMENT	
a) Project Kickoff Meeting with Client and Team	Coordination
b) Project Coordination and Meetings throughout Project	
c) Create Project Schedule	
d) Perform Quality Assurance and Control throughout Project	
e) Meet with Client to Assess the Community's Needs	
f) Develop Prioritized Program of Elements for each park	
Task 2 SITE ANALYSIS	
a) Site Visit and Analysis	Site Analysis
b) Assess Parks and Inventory Park Amenities to Identify Gaps	
Task 3 NEEDS ASSESSMENT	
a) Perform Needs Assessment for each park	Needs Assessment
b) Opportunities and Constraints Analysis	
c) Environmental Assessment	
Task 4 MASTER PLAN DEVELOPMENT and COMMUNITY ENGAGEMENT	
a) Develop Master Plan for each park with Client and Stakeholder Input	Master Plan and Outreach
b) Client Review Meetings	
c) Community Outreach Meetings (1 community meeting, 1 meeting at each park site)	
d) Client Review Meetings (1 park commission meeting and 1 City Council meeting)	
e) Present Finalized Master Plan to Client and Team	
Task 5 COST ESTIMATE DEVELOPMENT, OPERATIONS and MAINTENANCE ANALYSIS	
a) Develop Detailed Cost Estimate for each park	Cost Estimate
b) Operating Cost and Life-Cycle Cost Analysis	
c) Maintenance Cost Assessment	
Task 6 PHASED IMPLEMENTATION	
a) Develop a Phased Implementation Plan with Prioritized Tasks	Phased Implementation
b) Create a Phased Implemention Timeline	
c) Incorporate Project Cost and Funding to Phased Plan	
Task 7 FINALIZE MASTER PLAN REPORT and PRESENTATION	
a) Final Client meeting for Revisions to Master Plan Report	Final Presentation
b) Present Finalized Master Plan Report to Parks and Recreation Commission and City Council	



Let Our Clients Do The Talking

REFERENCES

The following are select references from clients we have strong relationships with.

Chico Area Recreation District 545 Vallombrosa Avenue, Chico, CA 95928
Annabel Grimm, General Manager
(530) 895-4711 AGrimm@chicorec.com

Projects: CARD Parks and Recreation Master Plan Update
Rotary Centennial Park (Collaborated with Chico Rotary)
Chapman Park
CARD Rose Garden and Event Facility

County of Madera 200 W. 4th Street, Suite 400 Madera, CA 93637
Jorge Mendoza, Senior Project Manager
(559) 675-7706, ext. 2266 Jorge.Mendoza@maderacounty.com

Projects: Madera County Courthouse Park and 9/11 Memorial Monument

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City of West Sacramento 1110 West Capitol Avenue, 1st Floor, West Sacramento, CA 95691
Chris Surawski, Parks and Recreation Director
(916) 617-4816 ChrisS@cityofwestsacramento.org

Projects: Heritage Park

County of Butte 25 County Center Drive, Suite 200, Oroville, CA 95965
Dawn Nevers, Deputy Administrative Officer
(530) 552-3336 DNevers@buttecounty.net

Projects: Hewitt Park Renovation

City of Chico 411 Main Street, Chico, CA 95928
Brendan Vieg, Community Development Director
(530) 879-6806 Brendan.Vieg@chicoca.gov

Projects: Chico City Plaza
Wildwood Park

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Aquatic Complex License Agreement with Rocklin Swim Team

Date: April 22, 2025

Submitted By: Laurie York, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Aquatic Complex License Agreement with the Rocklin Swim Team.

Background:
The City of Rocklin has historically partnered with Rocklin Swim Team (RST) to provide access to aquatic facilities on Rocklin Unified School District (RUSD) campuses for youth swim programs. The City currently operates Joint Use of Facilities / Aquatic Complex agreements with RUSD for use of the Aquatic Complex at Rocklin High School and use of the Aquatic Complex at Whitney High School (RUSD Agreements). The RUSD Agreements permit the City to enter into agreements with other entities, such as RST, to allow them to use the Aquatic Complexes during the City's prescribed use periods. The existing agreement, initially authorized by Resolution No. 2006-105, allows RST to utilize the Rocklin High School and Whitney High School aquatic complexes under terms established by the City and RUSD Agreements.

The proposed updated agreement maintains the City's commitment to providing access to these aquatic facilities for youth swimming programs while incorporating necessary updates, including:

- Adjusted term lengths and automatic renewal provisions to align with current operational needs.
- Updated fee structure to reflect changes in facility maintenance and operational costs.
- Clarified responsibilities regarding scheduling, maintenance, and indemnification.
- Revised insurance requirements to ensure adequate coverage for City and RST.
- Inclusion of Open Swim sessions and a Movie Night in the Pool in partnership with the City, with rental fees waived during the Open Swim period.

These revisions were developed in consultation with Rocklin Swim Team and RUSD to ensure fairness and mutual benefit, in furtherance of the City’s strategic plan commitment to

expanding recreational opportunities. The agreement continues to support recreational programming for Rocklin residents while maintaining City oversight of facility use.

Fiscal Impact:
The agreement recommends the City waive rental fees for the Open Swim period to help offset the operational costs for RST. While this waiver is expected to result in an estimated $40,000 annual decrease in City revenues, it also lessens the City's need to commit staffing and financial resources to operate the Open Swim program**.**

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AQUATIC COMPLEX LICENSE USE AGREEMENT WITH THE ROCKLIN SWIM TEAM

WHEREAS, the City of Rocklin has historically partnered with the Rocklin Swim Team (RST) to provide access to aquatic facilities for youth swimming programs; and

WHEREAS, the City and RST agree to enter into a new agreement to reflect current operational requirements, scheduling considerations, and financial commitments; and

WHEREAS, the new agreement provides for the continued use of the Rocklin High School and Whitney High School aquatic complexes by RST under terms that are beneficial to both parties and in the best interest of the community; and

WHEREAS, the agreement now includes the addition of Open Swim sessions and a Movie Night in the Pool, with rental fees waived during the Open Swim period to expand recreational opportunities; and

WHEREAS, the waiver of rental fees during the Open Swim period is expected to result in a $40,000 decrease in revenue for the City.

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

Section 1. The new Aquatic Complex License Use Agreement with Rocklin Swim Team is approved and the City Manager is authorized to execute the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 2. The City Manager is hereby authorized to make any necessary budget adjustments to realign fiscal year 2024/25 appropriations in support of the agreement.

PASSED AND ADOPTED this 22nd day of April 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

AQUATIC COMPLEX LICENSE AGREEMENT
ROCKLIN SWIM TEAM

This Aquatic Complex License Agreement ("Agreement") is entered into between the City of Rocklin, through its Parks and Recreation Department ("City") and Rocklin Swim Team ("RST") on _____.

RECITALS

1. The City has entered into Joint Use of Facilities / Aquatic Complex agreements with Rocklin Unified School District (RUSD) for use of the Aquatic Complex at Rocklin High School and use of the Aquatic Complex at Whitney High School approved February 14, 2006, and March 24, 2020, respectively ("RUSD Agreements").

2. The RUSD Agreements permit the City to enter into agreements with other entities for use of the Aquatic Complexes during the City's prescribed use periods.

3. RST is a non-profit organization that sponsors a program of youth swimming. Residents of Rocklin directly benefit from this recreational activity.

4. The City wishes to make the Aquatic Complexes at Rocklin High School and Whitney High School available for use by RST for swimming purposes.

5. This Agreement is intended to convey to RST a license to use the Aquatic Complexes and not a possessory interest as that term is used in California Revenue and Taxation Code Section 107.

AGREEMENT

1. Grant of License. The City hereby grants to RST a license to use the Aquatic Complexes at Rocklin High School and Whitney High School during the term of this Agreement for swimming purposes, which shall include but are not limited to, tryouts, swimming practice, workouts, organized meets, swim lessons, lifeguard training, adaptive swim, open swim, operation of concessions, provisions for spectators, and other incidental uses clearly and directly related to the foregoing. A description of the facilities comprising the Aquatic Complexes is attached hereto as Attachment I.

2. Term of License and Termination.

   A. This License is granted for the term of the RST season which, for purposes of this Agreement, shall commence January 1st and shall end December 31st each calendar year. This License shall be renewed automatically each year thereafter for the same dates and periods described above, for up to

nine (9) additional years, unless either party hereto gives written notice to the other, no later than ninety (90) days prior to the beginning of an annual term, that the license shall not be renewed.

B. City shall have the right to terminate this Agreement without cause, for any reason, within thirty (30) days written notice.

C. Automatic termination of Agreement. If either RUSD Agreement with the City is terminated, this Agreement shall automatically terminate as of that date.

3. Scope of License. During the term of this License, RST shall have use of the Aquatic Complexes as scheduled with the Director of Parks and Recreation, or their designee. The schedule may be reviewed and amended by the mutual consent of the Director of Parks and Recreation, or their designee, and the Aquatics Director of RST. In the event the City needs any of the facilities in either of the Aquatic Complexes during the times granted to RST, to conduct a City event or any other type of City business during the RST's scheduled time, RST agrees to cancel the day(s) in conflict. The City shall provide RST with as much advance notice as possible.

4. Open Swim. RST shall work with the City to schedule Open Swim activities the second week of June through the last week of July each calendar year. RST will schedule and provide staff for Open Swim, or additional recreational swim opportunities, upon mutual agreement between the Director of Parks and Recreation and RST Aquatics Director. The City will provide RST with all of the previously-purchased supplies for the Open Swim program.

5. Movie Night in the Pool. RST may run Movie Night in the Pool upon mutual agreement between the Director of Parks and Recreation and the RST Aquatics Director. RST will provide staff and lifeguards to manage the pools during the event. RST will handle ticket sales for entrance into the Aquatic Complex for each movie night. The City will provide the movie, movie screen, sound equipment, and staff to run the equipment for the movie night event.

6. Facility Closures. The Director of Parks and Recreation, or their designee, may close the facility in the event of inclement weather, unsafe conditions, or unforeseen facility maintenance.

7. Pool Rules. RUSD and the City have established rules for use of the Aquatic Complexes. RST shall comply with these rules.

8. Storage. RST may use the City’s storage space in the Aquatic Complexes. RST may also provide portable storage facilities upon approval of both the City and RUSD.

9. Restrooms. RST shall be permitted use of the restrooms in the Recreation Building at both sites. The City shall not provide portable restrooms for RST or others during the term of this License. Should RST desire to provide portable restrooms, RST shall secure prior written approval from the City and RUSD.

10. Concession Stand. RST may use the Aquatic Complex Concession Stand located in the Recreation Building at Rocklin High School during their home swim meets. RST is responsible for the operation of the snack bar during their meets including the purchasing of supplies, staffing and cleaning. RST's use of the snack bar shall be coordinated with City staff. RST shall comply with all Placer County Health Department regulations when operating the snack bar and are responsible for any associated permit fees. Any necessary repairs or upgrades necessary for Placer County Health Department compliance are the responsibility of RST.

11. Pool Covers. RST shall be responsible for taking off or putting on the pool covers as the first user or last user, depending upon their time of use.

12. Coaches and Lifeguards. RST agrees to comply with the laws of the State of California in respect to the staffing requirements associated with the use of public pools. This includes, but is not limited to, the qualifications of coaches and the need for safety personnel, such as lifeguards, which are required to be on site during RST's use of the Aquatic Complexes.

13. Third Party Access. The City reserves the right to schedule and reserve time in the pool to other agencies. The agencies are responsible for providing their own lifeguards.

14. Other City Buildings. All rentals of City buildings shall be governed pursuant to the requirements for rental/use of City facilities pursuant to the "Facility User Group Categories, Reservation Period, Rental Fee Policy, and Non-Profit Facility Use Policy". RST shall be able to reserve City buildings for the purpose of conducting board meetings and registrations according to the Parks and Recreation Department's current Non-Profit Facility Use Policy. RST shall coordinate dates and times with the Parks and Recreation Department.

15. Scheduling. RST shall work in good faith with the City and RUSD to collaboratively provide aquatic access, which benefits Rocklin residents and students.

16. Maintenance.

A. RST Obligations:

1. Aquatic Complex: RST shall be responsible for best practices for keeping the Aquatic Complex clean and attractable after each use.
2. Recreation Building (Restrooms/Showers/Locker Rooms): RST shall provide general cleanup of these facilities after each use of the Aquatic Complex.
3. Pool and Deck: RST shall clean the deck as necessary following their use of the Aquatic Complex. In addition, RST is responsible for installing, removing, and properly storing the lane ropes, backstroke flags, starting blocks, timing equipment, and all other equipment used by RST. Food and beverages are prohibited on

the pool deck.

4. Concession Stand: RST shall thoroughly clean the concession stand following each use.
5. Electronic Scoring System: RST shall coordinate use of the electronic scoring system (touch pads, control panel, scoreboard, etc.) with RUSD. The City shall not guarantee that the system will operate.

B. City Obligations:

1. Recreation Building (Restrooms/Showers/Locker Rooms): RUSD will provide regular janitorial service for the recreation building, including the restroom, shower, and locker room areas, per the City and RUSD Joint Use Agreement.
2. Pool and Deck: RUSD will maintain the pool and deck areas in compliance with Health Department standards, as stated in the RUSD Agreement.
3. Utilities: City will reimburse RUSD for facility upkeep as stated in the RUSD Agreement.

17. End of License Term.

A. Inspections. Upon execution of this Agreement and again at the end of the License term (annually), RST shall contact the City to schedule a joint inspection of the Aquatic Complexes to determine the condition of the facility and appurtenances.

B. Repairs. RST shall return the facility to the City at the end of the License term in the condition as it existed at the beginning of the License term. At the end of the License term and upon written notice by the City, RST shall repair or cause to be repaired any and all damage to the facilities and appurtenances occurring during the License term by RST, its agents, any persons participating in or spectators at its programs, and any and all other persons or things associated in any way, directly or indirectly, with the RST program, if damage is determined to be caused by RST.

18. Indemnity and Insurance.

A. Indemnity. RST agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the use of the Aquatic Complexes, as described herein, caused in whole or in part by any negligent act or omission of RST, its agents, employees, volunteers, members, participants, guests, invitees, or any and all other persons associated in any way directly or indirectly, with RST, except where caused by the sole negligence or willful misconduct of the City.

B. Insurance.

1. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance

of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope and Limit of Insurance

Commercial General Liability (CGL) – *Buildings*:
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 $1,000,000 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.

Commercial General Liability (CGL) – *Fields*: 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.

Sexual Abuse or Molestation (SAM) Liability:
If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **$1,000,000 per occurrence** or claim.

Workers' Compensation:
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.

2. **Other Insurance Provisions**: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a) **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM 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).

3. **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 of Rocklin, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Rocklin, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Rocklin.

6. **Waiver of Subrogation:** Contractor hereby grants to City of Rocklin a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Rocklin 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 of Rocklin has received a waiver of subrogation endorsement from the insurer.

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 of Rocklin.

8. **Verification of Coverage:** Contractor shall furnish the City of Rocklin with original Certificates 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 City of Rocklin before work begins. All certificates and endorsements are to be received and approved by the City of Rocklin at least five days before Contractor commences activities.

9. **Special Risks or Circumstances:** City of Rocklin reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

19. Fees. RST agrees to pay the City for the license to use the Aquatic Complexes as follows:

A. During the year, RST shall pay rental fees pursuant to the then current "Athletic Fields and Facilities Rental Fee Schedule" which is on file with the City Parks and Recreation Department.

B. In addition to the rental fees, RST shall pay a daily pool-heating fee of $75 per day and per facility, when applicable.

C. Rental Fees during Open Swim will be waived.

D. Payment shall be made on a monthly basis or as determined by the Director or Parks and Recreation, or their designee.

E. RST shall reimburse the City for any RUSD custodial fees due to RST special use requests.

F. RST shall reimburse the City for any RUSD alarm call-out fees due to RST use, with the exception of instances where the alarm equipment is faulty.

G. The City will waive up to $40,000 per fiscal year to help cover the costs of operating the Open Swim program. RST is responsible for any fees related to the Open Swim program that exceed $40,000. RST must submit copies of all relevant receipts and payroll records to the City each pay period during Open Swim.

H. This $40,000 fee waiver will begin July 1st and expire June 30th of the following year. Any portion of the $40,000 not used by June 30th will expire and will not roll over to the following year.

I. The City reserves the right to deny all or part of the fee waiver for any purchases it deems unrelated to the program's operation.

20. Administration. The City Manager for the City of Rocklin is hereby appointed to administer this Agreement and the License granted hereunder on behalf of the City and is authorized to act on behalf of the City wherever and whenever this Agreement calls for action by the City. Upon notice of termination, the City and RST shall comply with all the provisions of paragraph 14.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written:

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ROCKLIN SWIM TEAM

By: _____

APPROVED AS TO FORM:
MATTHEW MCOMBER
City Attorney

By: _____
Crystal Hodgson
Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

Attachment I
Description of Facilities

Rocklin High School Aquatic Complex

The Rocklin High School Aquatic Complex consists of the following facilities and items:

- 25-yard competitive pool and its contents
- Recreation/training pool and its contents
- Bleachers
- Picnic/shade structure
- Lifeguard stands
- Lane ropes/flagging
- Pool covers
- Starting blocks
- Rescue equipment
- Electronic Timing System

The Recreation Building consists of the following:

- Restrooms/shower room and their contents
- Locker room and its contents

The Concession Stand consists of the following:

- All fixed concessions stand equipment

Whitney High School Aquatic Complex

The Whitney High School Aquatic Complex consists of the following facilities and items:

- 25-yard competitive pool and its contents
- Bleachers
- Lifeguard stands
- Lane ropes/flagging
- Pool covers
- Starting blocks
- Rescue equipment
- Electronic Timing System

The Recreation Building consists of the following:

- Restrooms/showers and their contents
- Locker room and its contents

The Concession Stand consists of the following:

- All fixed concession stand equipment

ROCKLIN
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City Council Staff Report

Subject: Bluffs Subdivision ADA Ramps Phase 2 Bid Award

Date: April 22, 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 Bluffs Subdivision ADA Ramps Phase 2 to Hyatt Contracting, Inc., and Authorizing the City Manager to Execute an Agreement with Hyatt Contracting, Inc.

Background:
The Bluffs Subdivision ADA Ramps Phase 2 project was included in the 2025-2029 Capital Improvement Program and the Fiscal Year (FY) 2024/25 Operating Budget, approved by the City Council on June 25, 2024 under the Pavement Management Program (Project No. 50007). This project consists of removing and replacing twenty-seven (27) existing concrete curb ramps located in the Bluffs Subdivision to comply with the Americans with Disabilities Act (ADA), as well as miscellaneous flatwork, curbs, and gutters.

The bid for the Bluffs Subdivision ADA Ramps Phase 2 project was advertised on February 28, 2025, and March 7, 2025, with the bid opening Thursday, March 20, 2025. Six (6) bids were received from the following (Attachment 2):

CONTRACTOR (Locatio)	BID
Hyatt Contracting, Inc. (Marysville)	$228,510.00
FBD Vanguard Construction, Inc. (Livermore)	$237,760.00
PBM Construction, Inc. (Rocklin)	$239,745.00
All Phase Construction & Engineering, Inc. (Citrus Heights)	$252,234.00
All American Construction, Inc. (Citrus Heights)	$288,864.00
Reliant Construction, Inc. (Sacramento)	$474,996.00

Staff has reviewed the bids for sufficiency, determined they were responsive, and determined that Hyatt Contracting, Inc. submitted the lowest responsible bid. Staff recommends that the

City Council award the contract to Hyatt Contracting, Inc. In addition, a contingency amount of fifteen (15) percent of the contract, in the amount of $34,276.50, is awarded by the City Council and authorizes the City Manager to utilize these funds as long as adequate appropriations are available, bringing the total authorized project amount to $262,768.50.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Bluffs Subdivision ADA Ramps Phase 2 project and determined that it falls under the previously approved Notice of Exemption for City's Road Resurfacing Projects (Resolution No. 2019-236) and is exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Sections 15301 and 15302.

Fiscal Impact:
Sufficient funds are available in the Pavement Management Program (Project No. 50007) in the SB325 Sales Tax Fund (Fund 210) to support the recommendation.

ATTACHMENTS:
1. Resolution
2. Bid Summary
3. Project Location Map
4. Bid Documents

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE BLUFFS SUBDIVISION ADA RAMPS PHASE 2 TO HYATT CONTRACTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HYATT CONTRACTING, INC.

WHEREAS, the Bluffs Subdivision ADA Ramps Phase 2 project consists of removing and replacing twenty-seven (27) existing concrete curb ramps located in Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act (ADA), as well as miscellaneous flatwork, curbs, and gutters; and

WHEREAS, the invitation for bids was advertised on February 28, 2025, and March 7, 2025, with the bid opening on Thursday, March 20, 2025, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $228,510, submitted by Hyatt Contracting, Inc., and staff recommends that the contract for the project be awarded to Hyatt Contracting, Inc.; and

WHEREAS, a contingency amount of fifteen (15) percent of the contract, in the amount of $34,276.50, is awarded by the City Council and authorizes the City Manager to utilize these funds as long as adequate appropriations are available, bringing the total authorized project amount to $262,768.50; and

WHEREAS, this project is funded using Sales Tax (SB325) Funds (210).

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

Section 1. The contract for the Bluffs Subdivision ADA Ramps Phase 2 is awarded to Hyatt Contracting, Inc., and the City Manager is authorized to execute the Agreement with Hyatt Contracting, Inc. in substantially the form attached hereto as Exhibit “A.”

PASSED AND ADOPTED this 22nd day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of April 22, 2025, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and Hyatt Contracting, Inc., a Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: The Bluffs Subdivision ADA Ramps Phase 2

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Two Hundred and Twenty-Eight Thousand, Five Hundred and Ten Dollars ($228,510.00)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IIIII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

IVIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents of Thirty (30) working days, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor

acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Hundred Dollars **($500)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

VII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV.PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond

to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

CITY OF ROCKLIN BID SUMMARY

PROJECT: Bluffs Subdivision ADA Ramps Phase II	
DATE: March 20, 2025	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
* 1. Hyatt Contracting Inc.	$228,510.00	$	2	✓
2. Reliant Construction	$474,996.00	$	2	✓
3. PBM Construction Inc.	$239,745.00	$	2	✓
4. FBD Vanguard Construction Inc.	$237,687.00	$	2	✓
5. All Phase Construction Inc.	$252,234.00	$	2	✓
6. All American Construction Inc.	$288,864.00	$	2	✓
7. B&M Civil LLC *received late* @1:01pm - 3/20/25	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Taryn Purpura, Finance — Date: 3/20/25

Avinta Singh, City Clerk — Date: 3/20/25

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

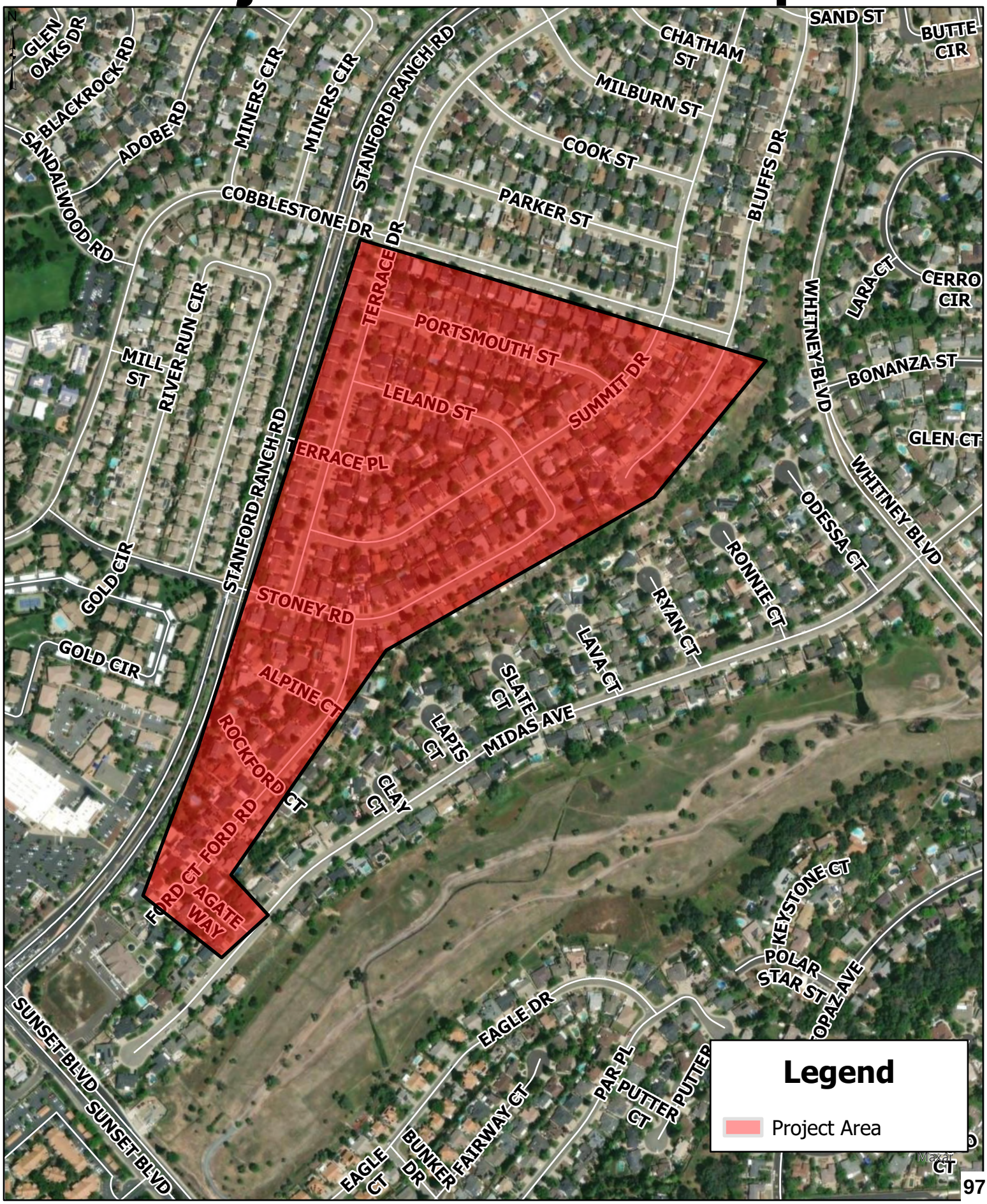
PROJECT: Bluffs Subdivision ADA Ramps Phase II	
DATE: March 20, 2025	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
11.	$	$		
12.	$	$		
13.	$	$		
14.	$	$		
15.	$	$		
16.	$	$		
17.	$	$		
18.	$	$		
19.	$	$		
20.	$	$		

Taryn Purpura, Finance *Date*

Avinta Singh, City Clerk *Date*

Project Location Map



CITY OF ROCKLIN BID SUMMARY

PROJECT: Bluffs Subdivision ADA Ramps Phase II	
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5. All Phase Construction Inc.	$252,234.00	$	2	✓
6. All American Construction Inc.	$288,864.00	$	2	✓
7. B&M Civil LLC *received late* @1:01pm - 3/20/25	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Taryn Purpura, Finance — Date: 3/20/25

Avinta Singh, City Clerk — Date: 3/20/25

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Bluffs Subdivision ADA Ramps Phase II	
DATE: March 20, 2025	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
11.	$	$		
12.	$	$		
13.	$	$		
14.	$	$		
15.	$	$		
16.	$	$		
17.	$	$		
18.	$	$		
19.	$	$		
20.	$	$		

Taryn Purpura, Finance *Date*

Avinta Singh, City Clerk *Date*

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
The Bluffs Subdivision ADA Ramps Phase 2

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

- **Item No. 1:** The Sealed Bid has been updated. Replace the existing Sealed Bid Form with Exhibit A.

End of Addendum No. 1

Signature: _____

Hyatt Contracting Inc
Company

3/18/2025
Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT A

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, March 20, 2025, at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Bluffs Subdivision ADA Ramps Phase 2

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.*	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Retrofit ADA Curb Ramps	EA	27	7,500.00	202,500.00
2	Sidewalk Flatwork	SF	540	15.00	8,100.00
3	Retrofit Curb and Gutter	LF	594	15.00	8,910.00
4	AC (Asphalt) Conform	SF	600	15.00	9,000.00
				TOTAL LINES 1-4	228,510.00

Total Project Bid, Items 1 through 4, shall be (spell out) two hundred twenty eight thousand five hundred ten Dollars. ($228,510.00).

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City,

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 OH
No. 2 OH
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ 30,000.00 not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☑ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

NAME OF BIDDER:

Hyatt Contracting Inc

Affix Corporate Seal Here

BY: _____
Signature

David Hyatt
Type/Print Name

President
Title

DATE: 3/18/2025

Valid Contractor's License No.: 923900

Expiration date: 6/30/2025

Public Works Registration No. 1001005498

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 2
TO THE SPECIFICATIONS AND BID DOCUMENTS
The Bluffs Subdivision ADA Ramps Phase 2

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

- **Item No. 1:** The Pre-Bid Meeting Sign-In sheet is attached as Exhibit A.

- **Item No. 2** Are you able to provide us with an Engineer's Estimate amount for the job?

  The Engineer's Estimate is $240,000.

End of Addendum No. 2

Signature: _____

Hyatt Contracting Inc
Company

3/18/2025
Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT A

City of Rocklin
Mandatory Pre-Bid Meeting Sign-In Sheet
March 11 2025, 10:00 a.m.
The Bluffs Subdivision ADA Ramps Phase 2

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
1	J.P. Kuhlkotter	Consolidated Eng Inc	408 370 8479	judith@conengineering.net
2	Jones Ryan	B+M Builders	916-638-8626	estimating@bm-builders.com
3	Mike Gogich	Reliant Construction inc	916-644-5086	mike@reliantbay.com
4	Dave Hyatt	Hyatt Contracting Inc	530-655-4583	davidhyattcontracting@yahoo.com
5	William Clapp	Hungerford Construction	925-735-5035 925-425-1300	bclapp@hungerfordinc.net
6	CARLOS DELEON	ALL AMERICAN CONSTRUCTION	916 574-9051	CARLOS@ALL-AMERICANCONSTRUCTION.COM
7	GREG TORNBERG	PBM CONSTRUCTION INC.	916 362 2114	GREG@PBMCONSTRUCTION.COM
8	ROBERT LEWIS	PRO BUILDERS	916 2250373	SEBASTIANE SACPROBUILDERS.COM
9	Garry Eastley	All Phase Construction	916-332-1473	Estimating@allphaseinc.com
10				
11				
12				

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ATTACHMENT A

BID BOND
City of Rocklin

We, Hyatt Contracting Inc., as principal, and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for
The Bluffs Subdivision ADA Ramps Phase 2

(Copy here the exact description of work, including location, as it appears on the Bid)

for which Bids are to be opened at Rocklin, CA on March 20, 2025
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: March 17, 2025

Principal: Hyatt Contracting Inc.

By: _____

Surety: Merchants Bonding Company (Mutual)
Address: 6700 Westown Parkway, West Des Moines, IA 50266
Telephone: 800-678-8171
Attorney in Fact: _____
Sandra R. Black

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 3/17/2025 (Date) before me, E. Johnson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Sandra R. Black (Name(s) of Signer(s))

,

E. JOHNSON
COMM. #2464169
Notary Public - California
Sacramento County
My Comm. Expires Oct. 22, 2027

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature E. Johnson (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: Merchants Bonding Company(Mutual)/Merchants National Bonding, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Sandra R. Black**

Surety Bond #: Bid Bond
Principal: Hyatt Contracting Inc.
Obligee: City of Rocklin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 17th day of March, 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL · IOWA ·

PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR Hyatt Contracting Inc.
(BIDDER)

PROJECT: The Bluff Subdivision ADA Ramps Phase 2

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

✓ We are not using any Subcontractors.

____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #

Signed

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Yuba

David Hyatt, being first duly sworn, deposes and says that he or she is President [Title] of Hyatt Contracting Inc., the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this

SHIVANI MALHOTRA
COMM. # 2369328
NOTARY PUBLIC - CALIFORNIA
SUTTER COUNTY
COMM. EXPIRES AUG. 3, 2025

19 day of March, 2025,
by David Michael Hyatt
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

n/a

BIDDER: Hyatt Contracting Inc. Date 3/18/2025

BY: _____
Signature

David Hyatt
Type/Print Name

President
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

Hyatt Contracting Inc.
Contractor

3/18/2025
Date

Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Yuba

I HEREBY CERTIFY that at a meeting of the Board of Directors of the Hyatt Contracting Inc., a corporation existing under the laws of the State of California, held on March 18th, 2025, the following resolution was duly passed and adopted:

> "RESOLVED, that David Hyatt, as President of the Corporation, be and is hereby authorized to execute the Bid dated March 20, 2025, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 18th day of March, 2025.

Secretary

Corporate Officer

(seal)

3289 Rollin Hills Rd Marysville CA 95901
Corporate Address

CITY OF ROCKLIN

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Rocklin, California, will receive bids for the furnishing of all labor, materials, equipment, transportation and services for the **Bluffs Subdivision ADA Ramps Phase 2** located in the City of Rocklin, Placer County, California.

The City shall conduct a **mandatory** pre-bid conference on Tuesday, March 11, 2025, at 10:00 a.m. at the City of Rocklin Corporation Yard, 4081 Alvis Court, Rocklin, CA 95677.

Sealed bid proposals shall be submitted on the forms provided by the City on or before Thursday, March 20, 2025, at the hour of 1:00 p.m. at the Office of the City Clerk, Rocklin City Hall, 3970 Rocklin Road, Rocklin, California.

The City reserves the right to reject any or all bids. No formal bids will be accepted via FAX.

The contractor shall possess either a Class A, or Class B with a C-8 and C-12 license and be registered with the Department of Industrial Relations (DIR) at the time the bid is submitted.

Bid specifications may be obtained from the City of Rocklin Corporation Yard, 4081 Alvis Court, Rocklin, California 95677, (916) 625-5500. A $25.00 non-refundable fee is required. Alternatively, **Contract Documents may be downloaded at no charge from the City of Rocklin's website at www.rocklin.ca.us/DownloadBids.**

Contact Project Manager, Richard Lawrence, at (916) 625-5500 for further detailed information and instructions for bidders.

Please publish February 28, 2025, and March 7, 2025.

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
The Bluffs Subdivision ADA Ramps Phase 2

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

- **Item No. 1:** The Sealed Bid has been updated. Replace the existing Sealed Bid Form with Exhibit A.

End of Addendum No. 1

Signature: _____

_____ _____
Company Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT A

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, March 20, 2025, at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Bluffs Subdivision ADA Ramps Phase 2

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.*	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Retrofit ADA Curb Ramps	EA	27		
2	Sidewalk Flatwork	SF	540		
3	Retrofit Curb and Gutter	LF	594		
4	AC (Asphalt) Conform	SF	600		
				TOTAL LINES 1-4	

Total Project Bid, Items 1 through 4, shall be (spell out)_____Dollars. ($_____).

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the “City”) to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer’s estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City,

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☐ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

NAME OF BIDDER:

_____

Affix Corporate Seal Here

BY:_____
Signature

_____
Type/Print Name

_____
Title

DATE:_____

Valid Contractor's License No.:_____

Expiration date:_____

Public Works Registration No._____

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 2
TO THE SPECIFICATIONS AND BID DOCUMENTS
The Bluffs Subdivision ADA Ramps Phase 2

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

- **Item No. 1:** The Pre-Bid Meeting Sign-In sheet is attached as Exhibit A.

- **Item No. 2** Are you able to provide us with an Engineer's Estimate amount for the job?

  The Engineer's Estimate is $240,000.

End of Addendum No. 2

Signature: _____

_____ _____
Company Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

EXHIBIT A

City of Rocklin
Mandatory Pre-Bid Meeting Sign-In Sheet
March 11 2025, 10:00 a.m.
The Bluffs Subdivision ADA Ramps Phase 2

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
1	J.P. (Judith Porter)	Consolidated Eng. Inc	408 370 8478	judith@conengineering.net
2	Jonas Ridner	B+M Builders	916-638-8626	estimating@bm-builders.com
3	Mike Gojich	Reliant Construction inc	916-844-5086	mike@reliantba.com
4	Dave Hyatt	Hyatt Contracting Inc	530-635-4503	david@hyattcontractinginc.com
5	William Clapp	Vanguard Construction	925 788-5035 925 245 1300	BClapp@VC-INC.net
6	CARLOS DELEON	All American Construction	916 524-9053	carlos@all-american construction inc.com
7	GREG TORNBERG	PBM CONSTRUCTION INC.	916.362.2114	GREGG@PBMCONSTRUCTION.COM
8	ROBERT LEWIS	PRO BUILDERS	916 2250373	SEBASTIAN@ SACPROBUILDERS.COM
9	Garry Easley	All Phase Construction	916.332-1473	Estimating@allphaseinc.com
10				
11				
12				

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.



CITY OF ROCKLIN

STANDARD BID PACKAGE AND GENERAL PROVISIONS FOR THE BLUFFS SUBDIVISION ADA RAMPS PHASE 2

BID OPENING MARCH 20, 2025, 1:00PM
3970 ROCKLIN ROAD, ROCKLIN, CA

PUBLIC WORKS DEPARTMENT
4081 ALVIS COURT, ROCKLIN, CA 95677

Project Location Map

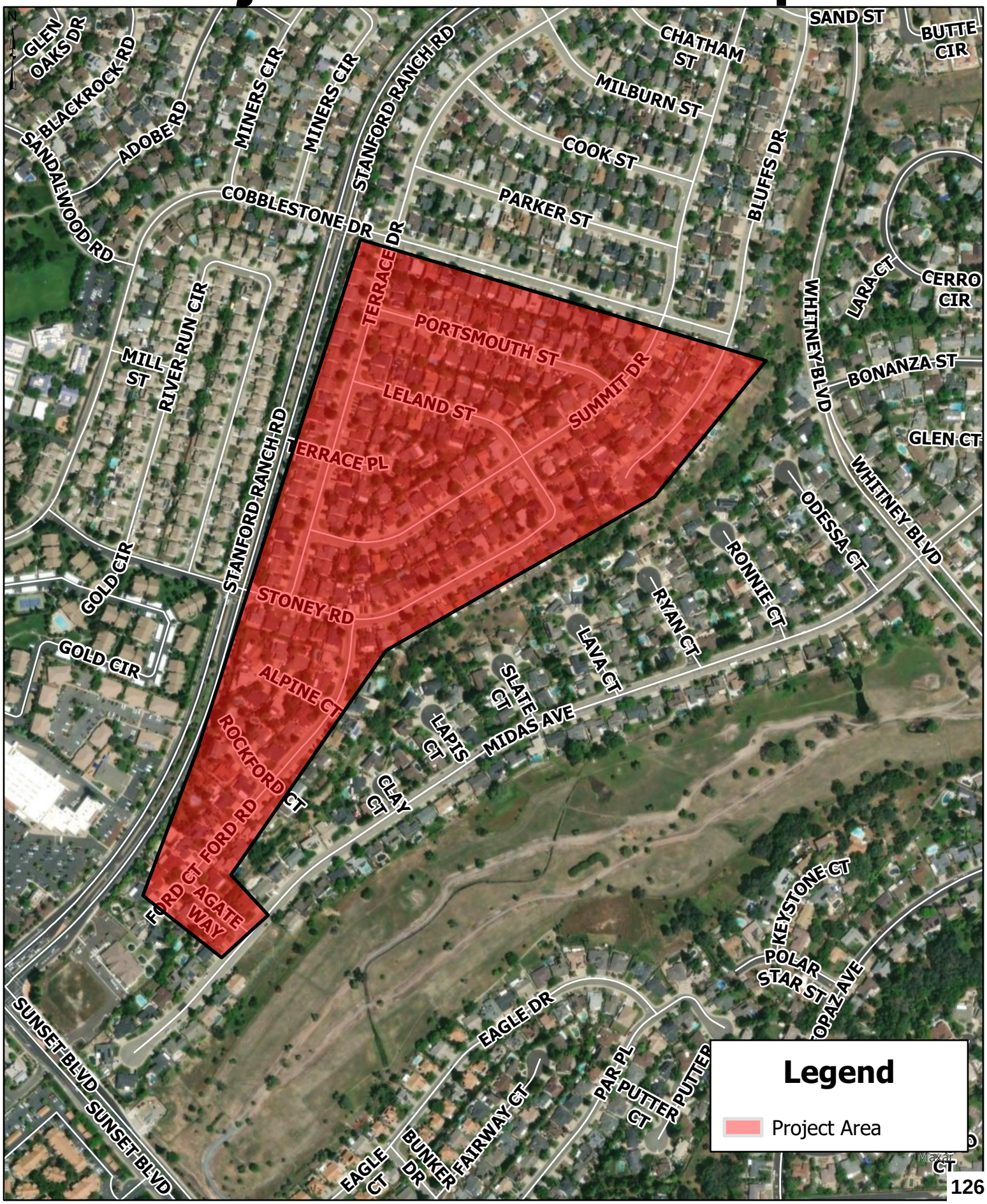


TABLE OF CONTENTS

Project Location Map

Notice to Contractors

Bid Documents

Attachments

DOCUMENTS THAT MUST BE SUMITTED WITH BID
BID FORM (With Addenda Acknowledgement)
BID BOND – ATTACHMENT A
SUBCONTRACTOR LISTING FORM – ATTACHMENT B
NONCOLLUSION AFFIDAVIT – ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION – ATTACHMENT D
RESOLUTION OF DISPUTES – ATTACHMENT E
CERTIFICATION OF AUTHORIZATION – ATTACHMENT F
IRAN CONTRACTING CERTIFICATION – ATTACHMENT G

DOCUMENTS THAT MUST BE SUBMITTED UPON AWARD
CONSTRUCTION AGREEMENT – ATTACHMENT H
PERFORMANCE BOND – ATTACHMENT I
PAYMENT BOND – ATTACHMENT J
WORKERS' COMPENSATION INSURANCE CERTIFICATION – ATTACHMENT K
OPTIONAL: ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION – ATTACHMENT L

TO BE SUBMITTED AS PART OF CLOSE-OUT
GUARANTEE FORM – ATTACHMENT M

General Provisions

Specifications

NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

BID DATE / TIME:	Until Thursday, March 20, 2025 (1:00pm)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	City of Rocklin Bluffs Subdivision ADA Ramps Phase 2 – This project consists of the retro-fit of corners to make them ADA compliant.
ESTIMATED CONSTRUCTION COST:	N/A
TOTAL CONTRACT TIME:	30 Working Days
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Class A, or Class B with a C-8 and C-12 license
MANDATORY PRE-BID CONFERENCE DATE, TIME, AND LOCATION	Tuesday, March 11, 2025 at 10:00 a.m. at the City of Rocklin Corporation Yard, 4081 Alvis Court, Rocklin, CA 95677

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for BLUFFS SUBDIVISION ADA RAMPS PHASE 2**" ("Project") and include the company name and address on the envelope.

At the mandatory pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through may follow after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through, if scheduled, is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without the City's prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of the City. No exceptions to this requirement.

Contract Documents may be purchased at the City of Rocklin Corporation ("Corp") Yard, located at 4081 Alvis Court, Rocklin, CA 95677, telephone (916) 625-5241 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The non-refundable cost for each set is $25.00; Alternatively, Contract Documents may be downloaded at no charge from the City of Rocklin's website at www.rocklin.ca.us/DownloadBids.

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to Rick Lawrence, Public Works Manager by email at Richard.Lawrence@rocklin.ca.us no later than Thursday, March 13, 2025 at 1:00 p.m. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price,

consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

Alternate Bids. Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq*.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

_____ _____

Justin Nartker
Director of Public Works
City of Rocklin

Date

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, March 20, 2025, at the office of the City Clerk, 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Bluffs Subdivision ADA Ramps Phase 2

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.*	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Retrofit ADA Curb Ramps	EA	40		
2	Sidewalk Flatwork	SF	400		
3	Retrofit Curb and Gutter	LF	400		
4	AC (Asphalt) Conform	SF	880		
				TOTAL LINES 1-4	

Total Project Bid, Items 1 through 4, shall be (spell out)_____Dollars. ($_____).

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the “City”) to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer’s estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid

for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged
No. 1 _____
No. 2 _____
No. 3 _____

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☐ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time

specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

NAME OF BIDDER:

_____

Affix Corporate
Seal Here

BY:_____
Signature

_____
Type/Print Name

_____
Title

DATE:_____

Valid Contractor's License No.:_____

Expiration date:_____

Public Works Registration No._____

ATTACHMENT A

BID BOND
City of Rocklin

We,_____, as principal, and _____, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for

_____

(Copy here the exact description of work, including location, as it appears on the Bid)

for which Bids are to be opened at Rocklin, CA on _____
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: _____, 20___ Principal:_____

By:_____

Surety: _____
Address: _____
Telephone: _____
Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR _____
(BIDDER)

PROJECT: _____

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

____ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #

_____
Signed

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is _____ [Title] of _____, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

Signed: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this

_____ day of _____, 20 __,
by_____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

_____
S*ignature*

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to “all persons interested in the matter of [specifying the matter],” it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

_____
Contractor

_____
Date

_____
Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____ _____, a corporation existing under the laws of the State of California, held on _____, ____, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____ day of _____, 20___.

_____
Secretary

_____
Corporate Officer

(seal)

_____
Corporate Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____ _____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT G

[Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

Executed in the County of _____, State of _____.

ATTACHMENT H

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of , 20 , is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **,** a (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: Bluffs Subdivision ADA Ramps Phase 2

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **DOLLARS ($)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

VII. 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.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor

acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **Five Hundred Dollars ($500)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond

to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT I

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT K

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT L

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization

from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
Title	Title
Name	Name
Signature	Signature

ATTACHMENT M

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL PROVISIONS

TABLE OF CONTENTS

CHAPTER	SUBJECT	Page
TABLE OF CONTENTS		1
CHAPTER 1	TERMS AND DEFINITIONS	3
CHAPTER 2	BID REQUIREMENTS AND CONDITIONS	12
CHAPTER 3	AWARD AND EXECUTION OF CONTRACT	22
CHAPTER 4	SCOPE OF WORK	33
CHAPTER 5	CONTROL OF WORK AND MATERIALS	41
CHAPTER 6	LEGAL RELATIONS AND RESPONSIBILITIES	59
CHAPTER 7	PROSECUTION OF THE WORK	85
CHAPTER 8	MEASUREMENT AND PAYMENT	100
CHAPTER 9	CHANGES AND CLAIMS	110
CHAPTER 10	ENVIRONMENTAL CONTROLS AT WORK SITE	128
CHAPTER 11	PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS	136

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CHAPTER 1 – TERMS AND DEFINITIONS

TABLE OF CONTENTS

Section **Page**

1-1 GENERAL 3
1-2 ABBREVIATIONS..... 3
1-3 DEFINITIONS..... 4

CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

TABLE OF CONTENTS

Section	Page
2-1 BID FORM	12
2-2 PREPARATION AND SUBMISSION OF BIDS	13
2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK	14
2-4 SUBSURFACE CONDITIONS	14
2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED	14
2-6 COMPETENCY OF BIDDERS	15
2-7 JOINT VENTURE BIDS	15
2-8 SUBCONTRACTORS	15
2-9 ADDENDA	17
2-10 ASSIGNMENT OF ANTITRUST ACTIONS	17
2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	17
2-12 BID GUARANTEE	18
2-13 WITHDRAWAL OF BID	18
2-14 PUBLIC OPENING OF BIDS	19
2-15 REJECTION OF BIDS	19
2-16 DISQUALIFICATION OF BIDDERS.	19
2-17 RELIEF OF BIDDERS	19
2-18 BID PROTESTS	19

CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

TABLE OF CONTENTS

Section	Page
3-1 AWARD OF CONTRACT	22
3-2 TIME OF AWARD	22
3-3 CONSIDERATION OF BIDS	22
3-4 PERFORMANCE AND PAYMENT BONDS	23
3-4.01 Performance Bond	23
3-4.02 Payment Bond	23
3-5 NOTIFICATION OF SURETY COMPANIES	23
3-6 RETURN OF BID GUARANTEES	24
3-7 EXECUTION OF CONTRACT	24
3-8 FAILURE TO EXECUTE CONTRACT	24
3-9 INSURANCE	25
3-9.01 General Liability	25
3-9.02 Automobile Liability	26
3-9.03 Workers' Compensation	26
3-9.04 Excess or Umbrella Liability	26
3-9.04.A Contractor’s Equipment	26
3-9.04.B Railroad Protective Liability	26
3-9.04.C Builder’s Risk Insurance	27
3-9.04.D Environmental Liability Insurance	28
3-9.04.E Other Provisions	28
3-9.05 Notification of Accident or Occurrence	30
3-9.05 Notification of Claim	31

CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor's Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

TABLE OF CONTENTS

Section	Page
4-1 INTENT OF CONTRACT DOCUMENTS	33
4-2 PLANS AND SPECIFICATIONS FURNISHED	34
4-3 CONFORMANCE WITH CODES AND STANDARDS	34
4-4 SUPPLEMENTAL DRAWINGS	34
4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES	35
4-6 DOCUMENT PRECEDENCE	35
4-7 REQUESTS FOR INFORMATION	37
4-7.01 General	37
4-7.02 Procedure	37
4-7.03 Response	37
4-8 DELETED ITEMS	38
4-9 EXTRA WORK	38
4-10 USE OF COMPLETED PORTIONS	38
4-11 LANDS AND RIGHTS-OF-WAY	38
4-12 WARRANTY	39

CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

TABLE OF CONTENTS

Section	Page
5-1 AUTHORITY OF CITY	41
5-2 ATTENTION AND COOPERATION OF CONTRACTOR	41
5-3 SUGGESTIONS TO CONTRACTOR	41
5-4 SEPARATE CONTRACTS	41
5-5 COOPERATION WITH OTHER CONTRACTORS	41
5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES	42
5-7 CONTRACTOR'S EQUIPMENT	42
5-8 CONTRACTOR'S SUBMITTALS	42
5-8.02 Resubmittals	43
5-8.03 Submittals Containing Proprietary Information	44
5-8.04 Electrical, Instrumentation, Control, and Communication Systems	44
5-8.05 Maintenance and Operations (M&O) Submittals	44
5-9 DAILY REPORTS	45
5-10 SURVEYS	45
5-10.01 Surveys	45
5-10.01.A Streets and Highways	46
5-10.01.B Sewer, Water, and Drainage Facilities	46
5-10.02 Survey Monuments	46
5-11 RESPONSIBILITY FOR ACCURACY	47
5-12 DUTIES AND POWERS OF INSPECTORS	47
5-13 INSPECTION	47
5-14 QUALITY OF MATERIALS AND WORKMANSHIP	48
5-15 SUBSTITUTIONS	49
5-15.01 Written Request	49
5-16 PREPARATION FOR TESTING	49
5-17 MATERIALS SAMPLING AND TESTING	49
5-18 APPROVAL OF MATERIALS OR EQUIPMENT	50
5-18.01 Sources Of Supply	50
5-18.02 Plant Inspection	50
5-19 PROVISIONS FOR EMERGENCIES	50
5-20 RIGHT TO RETAIN IMPERFECT WORK	51
5-21 REMOVAL OF REJECTED MATERIALS OR WORK	51
5-22 TEMPORARY SUSPENSION OR DELAY OF WORK	51
5-23 TERMINATION OF CONTRACT	51
5-23.01 Reasons for Termination	51
5-23.01.A Termination for Convenience	52
5-23.01.B Termination for Cause	52
5-23.02 Termination After Contract Time	53
5-23.03 Notice of Termination; City Completion	53
5-23.04 Payments to Contractor Upon Termination of Contract	55
5-23.05 Completion Not a Waiver of City Rights	55
5-23.06 Survival of Obligations	55
5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS	56

CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

CHAPTER 6 - LEGAL RELATIONS AND RESPONSIBILITIES

TABLE OF CONTENTS

Section	Page
6-1 COMPLIANCE WITH LAWS AND REGULATIONS	59
6-1.01 Hours of Labor	59
6-1.03 Payroll Records	61
6-1.04 Nondiscrimination	63
6-1.05 Apprentices	63
6-1.06 Workers' Compensation	63
6-1.07 Fair Labor Standards	64
6-1.08 Contractors License	64
6-1.09 Use of Pesticides	64
6-1.10 Reporting Requirements and Sanctions	64
6-1.11 Subcontracting	65
6-1.12 Occupational Safety and Health	65
6-2 INDEMNIFICATION	66
6-2.01 Contractor's Performance	66
6-2.02 Indemnification of Adjacent Property Owners	67
6-3 CONTRACTOR'S LEGAL ADDRESS	67
6-4 CONTRACTOR NOT AN AGENT OF CITY	67
6-5 SUBSTITUTION OF SUBCONTRACTORS	67
6-6 ASSIGNMENT OF CONTRACT	68
6-7 ASSIGNMENT OF MONIES	68
6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS	68
6-9 RESPONSIBILITY OF THE CONTRACTOR	68
6-10 PERMITS AND LICENSES	69
6-11 GENERAL SAFETY REQUIREMENTS	70
6-11.01 Compliance With Safety & Health Regulations	70
6-11.02 24-Hour Contact Information	70
6-11.03 Work During Hours of Darkness	70
6-12 PUBLIC CONVENIENCE AND SAFETY	71
6-12.01 Public Convenience	71
6-12.02 Pedestrian and Bicyclist Access	71
6-12.03 Written Notification To Residences and Businesses	71
6-12.04 Access To Driveways, Houses and Buildings	71
6-12.05 Property Damage	72
6-12.06 Erection of Signs To Expedite Passage of Vehicles	72
6-12.07 Traffic Obstructions, Delays and Inconveniences	72
6-12.08 Work On Private Property	72
6-12.09 Hazardous Conditions Created	72

CHAPTER 6 - LEGAL RELATIONS AND RESPONSIBILITIES

TABLE OF CONTENTS (continued)

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL 73
6-13.01 General 73
6-13.02 Responsibility For Safety 73
6-13.03 Passage of Emergency Vehicles 73
6-13.04 Furnishing, Installing, and Maintaining Traffic Controls 73
6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs 73
6-13.06 Competent Flaggers 73
6-13.07 Construction Signs 74
6-13.08 Temporary Bridging of Excavations and Trenches 74
6-13.09 Entering and Leaving the Construction Zone 75
6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings 75
6-13.11 Bus Stops 75
6-13.12 Dust 75
6-13.13 Removal of Spillage From Roadway 75
6-14 CONFINED SPACES 76
6-14.01 Contractor Responsibilities and Qualifications 76
6-14.02 Existing Sewers and Storm Drains 77
6-14.03 Joint City – Contractor Entries 77
6-15 TRAFFIC CONTROL PLANS (TCP) 77
6-15.01 Traffic Pattern Changes 77
6-15.02 Traffic Control Plans (TCP) 77
6-16 BARRICADING OPEN TRENCHES 78
6-17 EXISTING UTILITIES 78
6-17.01 General 78
6-17.02 Maintenance and Protection 78
6-17.03 Exact Locations Unknown 78
6-17.04 Underground Service Alert (USA) 79
6-17.05 Damage to Existing Utilities 80
6-17.06 Markings 80
6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY 81
6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT 81
6-20 PROPERTY RIGHTS IN MATERIALS 81
6-21 EXCAVATION AND TRENCH SAFETY 82
6-21.01 Permit 82
6-21.02 Shoring, Bracing. Shielding, and Sheeting 82
6-22 PRESERVATION OF PROPERTY 82
6-23 OVERLOADING 83

CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution	W	Water

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Blue		
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the City of any submittal, working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

6-20 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of the Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the City's consent.

6-21 EXCAVATION AND TRENCH SAFETY

6-21.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6-21.02 Shoring, Bracing. Shielding, and Sheeting

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

6-22 PRESERVATION OF PROPERTY

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor’s

expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-23 OVERLOADING

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage. For pavement assessment prior to construction, contact the City Public Works Department.

CHAPTER 7 - PROSECUTION OF THE WORK

TABLE OF CONTENTS

Section	Page
7-1 BEGINNING OF WORK	85
7-2 AMOUNT OF WORK UNDER CONSTRUCTION	85
7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS	85
7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS	85
7-4.01 Superintendence	86
7-4.02 Labor	86
7-4.03 Equipment and Methods	86
7-5 SCHEDULES	86
7-5.01 Baseline (Contract) Schedule	87
7-5.02 Progress Schedules	89
7-5.03 Schedule Revisions	90
7-5.04 Short Interval Schedules	90
7-5.05 Float	91
7-5.06 City's Right to Revise the Schedule	91
7-5.07 Responsibility for Completion	91
7-6 UNUSUAL SITE CONDITIONS	92
7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER	93
7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS	93
7-8.01 Allowable Times and Hours of Work	93
7-8.02 Off-Period Work	93
7-8.03 Emergency Repairs	93
7-8.04 Revocation of Permission For Off-Period Work	94
7-8.05 Working Shifts	94
7-9 TEMPORARY FACILITIES AND SERVICES	94
7-10 PROTECTION OF WORK, PERSONS AND PROPERTY	94
7-11 PROOF OF COMPLIANCE WITH CONTRACT	94
7-12 DELAYS	94
7-12.01 Inexcusable Delays	94
7-12.02 Excusable Delays	95
7-13 NOTICE OF DELAYS	95
7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY	96
7-15 TIME OF COMPLETION	96
7-16 EXTENSION OF TIME NOT A WAIVER	96
7-17 INCLEMENT WEATHER AND CONTRACT TIME	96
7-18 EXTENSION OF TIME	96
7-19 SUBSTANTIAL COMPLETION	97
7-20 CLEANING UP	97
7-21 FINAL INSPECTION AND FIELD ACCEPTANCE	97
7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION	98
7-23 WARRANTY WORK	98

CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, “Schedules”, of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, “Contractor’s Submittals”, of these General Provisions, which shall illustrate the Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, “Changes and Claims”, of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, “Temporary Suspension or Delay of Work”, of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City’s written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor’s request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

TABLE OF CONTENTS

Section	Page
8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES	100
8-1.01 Unit Price Contracts	100
8-1.02 Lump Sum or Job Contracts	100
8-1.03 Payment for Mobilization	100
8-1.03.A Mobilization Not a Pay Item	100
8-1.03.B Mobilization a Pay Item	100
8-2 SCOPE OF PAYMENT	101
8-2.01 General	101
8-2.02 Unit Price Contract	101
8-2.03 Lump Sum or Job Contract	101
8-2.04 Final Pay Items	101
8-2.05 Allowances	101
8-2.06 Payment for Material Not Incorporated in the Work	102
8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT	102
8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK	102
8-5 PROGRESS PAYMENT PROCEDURES	102
8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS	103
8-7 RETENTION	103
8-7.01 Retention to Ensure Performance	103
8-7.02 Non-Compliance	104
8-7.03 Substitution of Securities	104
8-9 DEDUCTIONS FOR IMPERFECT WORK	105
8-10 LIQUIDATED DAMAGES FOR DELAY	105
8-11 FINAL ESTIMATE AND PAYMENT	106
8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY	107
8-13 DISPUTED PAYMENTS	108

CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, “Retention”, of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, “Changes and Claims”, of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

TABLE OF CONTENTS

Section	Page
9-1 AUTHORITY FOR CHANGES	110
9-2 ORDERING OF CHANGES	110
9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)	110
9-3.01 General	110
9-3.02 Description	111
9-3.03 Submittal	111
9-3.04 Acceptance	112
9-3.05 Sharing Provisions and Formula	112
9-4 DELETED	113
9-5 PROSECUTION OF CHANGES TO THE CONTRACT	113
9-6 COST AND PRICING DATA	114
9-7 ACCESS TO RECORDS	114
9-8 PAYMENT FOR CHANGES	114
9-8.01 Lump Sum Price	114
9-8.02 Unit Prices	114
9-8.03 Force Account	115
9-8.03.A Labor	115
9-8.03.A.(1) Actual Wages	115
9-8.03.A.(3) Subsistence and Travel	115
9-8.03.B Materials	116
9-8.03.C Equipment	116
9-8.03.D Subcontracts	116
9-9 MARKUPS FOR CHANGED WORK	116
9-10 COMPENSABLE EXCUSABLE DELAYS	117
9-10.01 Construction Equipment	117
9-10.02 Jobsite Indirect Costs	117
9-10.03 Markup for Compensable Excusable Delays	118
9-10.04 Duplicated Overhead Costs	118
9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK	118
9-12 TIME EXTENSIONS FOR CHANGES	118
9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK	118
9-14 CONTRACT CHANGE ORDER	119
9-15 ACCEPTANCE OF ORDERS FOR CHANGES	119
9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS	119
9-17 NOTICE OF POTENTIAL CLAIM	119
9-18 SUBMISSION OF CLAIMS	120
9-18.01 Definitions	120
9-18.02 Claims Procedure.	121
9-18.03 Documentation of Claims by Contractor	124
9-19 ENGINEER'S DECISION	125
9-20 ALTERNATIVE DISPUTE RESOLUTION	126
9-21 NO ALTERNATIVE CLAIMS PROCEDURE	126
9-22 ASSIGNMENT OF CLAIMS	126

CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.

- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.

- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.

2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.

3. A clear identification of all advantages and disadvantages for each proposed change.

4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.

5. A summary of estimated costs, including the following:

    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:

        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, “Access to Records”, of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, “Markups for Changed Work” in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, “Excusable Delays”, of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.

- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, “Markup for Compensable Excusable Delays”, of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, “Prosecution of Changes to the Contract”, of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

9-18.02 Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim

being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases;

quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor**,** the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

TABLE OF CONTENTS

Section	Page
10-1 DUST CONTROL	128
10-1.01 General	128
10-1.02 Dust Palliative	128
10-1.03 Measurement and Payment	128
10-2 AIR POLLUTION CONTROL	128
10-3 BURNING	128
10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL	128
10-4.01 General	128
10-4.02 City Requirements	129
10-4.03 Regulations, Ordinances, Permits, and Specifications	129
10-4.04 Storm Water Pollution Prevention Plan	130
10-4.05 Erosion and Sediment Control Plan	130
10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.	130
10-4.07 Compliance	131
10-4.08 Payment	131
10-5 CONTROL OF WATER IN THE WORK	132
10-6 NOISE CONTROL	132
10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS	132
10-7.01 Contaminated or Hazardous Materials	132
10-7.02 Hazardous Environments	132
10-8 USE OF EXPLOSIVES	132
10-9 SANITARY REGULATIONS	133
10-10 CONFINED SPACES	133
10-10.01 Contractor Responsibilities and Qualifications	133
10-10.02 City Responsibilities for Permit Confined Spaces	133
10-10.03 Existing Sewers and Storm Drains	133
10-10.04 Joint City – Contractor Entries	134
10-11 CLEANING UP	134
10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES	134
10-13 PROTECTION OF EXISTING TREES	134

CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, “Excusable Delays”, above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

TABLE OF CONTENTS

Section	Page
11-1 GENERAL	136
11-2 PRECONSTRUCTION PHOTOGRAPHS	136
11-3 RECORD DRAWINGS	136
11-4 MEASUREMENT AND PAYMENT	137

CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

SPECIFICATIONS

General Work Description:

The project consists of removing and replacing forty existing concrete curb ramps located in Bluffs area of the City of Rocklin to comply with the Americans with Disabilities Act **(ADA),** as well as, miscellaneous flatwork and curb and gutter. All locations are within the Rocklin City Limits.

All work must be in accordance with the latest Caltrans Standard Specifications, unless otherwise noted. Work includes but is not limited to:

1. Bid Item Detail 1 includes the following:
    - All labor and materials
    - All traffic control and mobilization.
    - Removal and disposal of existing concrete curb, gutter, sidewalk and/or noncompliant handicap ramps
    - Locations are typically on the street corners, but minor adjustments may be necessary to work around existing storm drain inlets and/or concrete valley gutters
    - Form, pour, and place Caltrans case C ADA curb ramps per the most current Caltrans standard plan A88A. Curb Ramps shall be poured against a clean AC Edge
    - Concrete shall be a 6-sack, ¾" mix.
    - Saw cutting for removal is required, and shall be at existing score marks or expansion joints.
    - The maximum allowable longitudinal slope of a new ADA ramp is 7.5%. The maximum allowable cross slope is 1.5%. Remove the minimum footage of existing concrete necessary to not exceed the maximum allowable longitudinal slope for the new ramp (typically ~18' – ~22'). The unit price per ramp, for Bid Item 1, is based on a maximum length of 22 lineal feet measured at lip of gutter.

2. Bid Item Detail 2 Includes the following:
    - In some instances, it will be necessary to exceed the maximum longitudinal ramp slope due to the slope of the existing roadway. In those instances, the maximum lineal footage required to be removed will be 30', as measured along the lip of gutter, or to the next closest score mark or expansion joint. Additional new flat work concrete will be paid for on a price per square foot basis. Concrete shall be a 6-sack, ¾" mix
    - Existing concrete that is to remain shall have a minimum of five dowels (three in the sidewalk, two in the curb and gutter) placed with a minimum embedment length of 6".

- Place new felt at the joint between new and existing concrete. All joint spacing to match existing concrete unless otherwise specified.
- Contractor is responsible for repairing damage that they have caused to existing AC pavement.
- All flatwork and Curb and Gutter shall be constructed/installed per the current City Standard Drawing - DWG 3-15 (available on the City website).

3. Bid Item Detail 3: Additional Curb and Gutter will be paid for on a price per linear foot basis.

4. Bid Item Detail 4: AC conform adjacent to ramp will be 1' off of lip of gutter and extend the length of the ramp replaced. AC will be ½" HMA. All existing edges shall be cleaned and tack coated prior to installation of new HMA. AC will be paid for on a square foot basis as noted on bid item 4.

NOTES:

- Contractor is responsible for having and maintaining a water pollution control program.
- In some instances, since the ramps and landing are lower, the curb at the back of the landing may need to be higher than normal to retain whatever landscaping has grown up over the year.
- Irrigation, sprinkler heads, etc. may need to be repaired/replaced on an as needed basis as determined by the City.
- Traffic Control shall be instituted following the latest Manual on Uniform Traffic Control Devices

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Federal Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) 2025-2029 Five-Year Consolidated Plan, 2025-2026 One-Year Action Plan, and Amendment to the Citizen Participation Plan

Date: April 22, 2025

Submitted By: Gabrielle de Farcy, Management Analyst
Elizabeth Sorg, Assistant to the City Manager
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Conduct a Public Hearing and Consider the Following Action: Adopt a Resolution of the City Council of the City of Rocklin Approving the Adoption of the 2025-2029 Consolidated Plan, the 2025-2026 One-Year Action Plan, and an Amendment to the Citizen Participation Plan and Authorizing the City Manager to Execute and File All Documents Required to Receive U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Funding.

Background:
The Community Development Block Grant (CDBG) program is administered by the Federal Department of Housing and Urban Development (HUD) to provide funding to states, cities and counties to provide decent housing and a suitable living environment, and to expand economic opportunities, principally for low- and moderate-income persons. CDBG funded activities must demonstrate that they meet one or more of the following CDBG National Objectives:

- Low- and Moderate-Income Benefit - provides a benefit to low- and moderate- income persons;
- Slum and/or Blight Benefit - Aids in the prevention or elimination of slums or blight; and
- Urgent Need - Addresses an unexpected need having a particular urgency (such as flood, fire, or earthquake).

Under the CDBG program, the City of Rocklin is an entitlement community and annually receives funding on a formula basis. To be eligible, the City must complete a Consolidated Plan every five years and an Action Plan on an annual basis. The Consolidated Plan is a comprehensive planning document that serves as a guide for the use of CDBG funding during the five-year plan period. Each year, the Annual Action Plan establishes the allocations and goals for the coming program year. To receive funding in a timely manner, the Consolidated

Plan and Annual Action Plan must be submitted to HUD at least 45 days before the start of the new program year, or no later than May 15, 2025.

2025-2029 Consolidated Plan
The five-year Consolidated Plan analyzes community needs, market conditions, and existing funding sources to develop strategies for the use of CDBG funds. Based on previous years' awards, it is estimated that the City will receive approximately $285,000 per year, or a total of $1,425,000 in CDBG funds over the five-year Consolidated Plan period. CDBG regulation limits the City to spending no more than 15% of annual funding for public services and no more than 20% for administration of the program.

The Consolidated Planning process included a number of outreach activities including but not limited to:

- An online community needs survey from October 23, 2024 through December 5, 2024.
- Virtual public community meetings held on November 5 and November 13, 2024.
- An in-person community meeting held on December 5, 2024.
- Consultations with local service providers and community stakeholders.
- February 25, 2025 regular City Council meeting staff presentation and City Council discussion on the Consolidated Plan Priority Needs and Goals.

The City conducted a needs and priorities assessment through data analysis, consultation of partner plans, and community input. These different perspectives and inputs inform the prioritization strategy for the use of CDBG funds. This prioritization strategy is used in the Strategic Plan section of the Consolidated Plan where Priority Needs and Goals are identified.

All CDBG funded activities for years 2025 through 2029 must be consistent with the Priority Needs and Goals established in the 2025-2029 Consolidated Plan and comply with all HUD regulations governing the program. Recommended Priority Needs are as follows:

<u>High Priority Needs</u>

- Services for low-and moderate-income youth, seniors, and those providing food and nutrition services.
- Addressing housing instability.
- Services for survivors of domestic violence, sexual assault, or trafficking.

<u>Low Priority Needs</u>

- Homeowner housing rehabilitation.
- Public infrastructure accessibility/safety.
- Support economic opportunity.

In order to address these Priority Needs, the following Goals were recommended for the 2025-2029 Consolidated Plan:

- Provide services to meet the needs of low- and moderate-income seniors.
- Provide services and shelter to survivors of domestic violence, sexual assault and trafficking situations.
- Provide services to meet the needs of low- and moderate-income youth and families with

children.

- Provide meal delivery for seniors and persons with disabilities, and provide access to food and nutrition services for low- and moderate-income households.
- Provide services to vulnerable households to reduce housing instability and the risk of homelessness. Provide assistance to persons experiencing homelessness to move toward housing stability.
- Provide financial and technical assistance to low- and moderate-income homeowners to complete accessibility improvements and/or rehabilitation. Support aging in place for elderly households and accessibility for persons with mobility impairment.
- Improve streets and sidewalks in low- and moderate-income neighborhoods to enhance pedestrian safety and reduce architectural barriers for persons with mobility impairments.
- Provide financial and/or technical assistance support to low- and moderate-income microenterprise business owners to improve their earning capacity. Provide financial support to businesses that create and/or retain jobs for low- and moderate-income persons. Support programs that provide job readiness skills for low- and moderate-income youth and underemployed adults.

Update to Analysis of Impediments to Fair Housing

Concurrent with the preparation of the Consolidated Plan, an update the Analysis of Impediments to Fair Housing (AI) was completed to ensure it is reflective of actions taken by the City to further fair housing. This update can be found in Appendix A of the Consolidated Plan. In 2019 and 2020, Rocklin joined regional jurisdictions and agencies to create the Sac Valley Fair Housing Collaborative (SVFHC). The goal of the SVFHC is to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination on a regional basis. The SVFHC developed a regional AI, the Sac Valley Analysis of Impediments to Fair Housing Choice, which was adopted by the City Council on April 14, 2020. Although the City is no longer required to maintain a current AI, HUD still requires the City to certify that it will Affirmatively Further Fair Housing (AFFH) when applying for CDBG funds each year. The City will continue to meet HUD requirements for Fair Housing as they are implemented.

Annual Action Plan

The 2025-2026 Annual Action Plan identifies the specific activities the City will undertake during the Program Year and subsequent Action Plans will be adopted for each respective year of the Consolidated Plan. As of the date of this report, HUD has not announced allocations for 2025, but recent allocations have been approximately $285,000 per year.

A Notice of Funding Availability for solicitation of proposals from service providers for Program Year 2025-2026 was published in the Placer Herald and on the City's website and sent via email to the Placer Collaborative Network (PCN), Placer Consortium on Homelessness (PCOH) and individual organizations. The City received applications for 2025-2026 CDBG funding from December 13, 2024 through January 24, 2025. Proposals were received from Compassion Planet, KidsFirst, Salvation Army, Seniors First, St Vincent de Paul, Stand Up Placer, The Gathering Inn, and Upwards. No more than 15% of the current year award or an estimated $42,750 can be expended on public services during the plan year. The application from Upwards, a for-profit company, for a business support and technical assistance program for in-home childcare providers, applied as an economic development activity, which would not be subject to the Public Services cap. The following are brief descriptions of the applications received and staff recommendation:

- Compassion Planet requested $25,000 for their Mentoring Program, which provides on-the-job training and workforce development. They have not been funded with CDBG in prior years. Staff determined that the program was ineligible as proposed per HUD regulations, and therefore does not recommend funding in 2025-2026.
- KidsFirst requested $30,000 for emergency housing/shelter and utility support. Staff recommends that their funding be approved as part of the City's Fiscal Year (FY) 2025/26 Operating Budget and funded as an eligible Homeless Prevention and Rapid Rehousing activity from Low- and Moderate-Income Housing Asset Fund.
- Salvation Army requested $25,000 for their Homeless Prevention Program which provides rent and deposit assistance. Staff recommends that their funding be approved as part of the City's FY 2025/26 Operating Budget and funded as an eligible Homeless Prevention and Rapid Rehousing activity from Low- and Moderate-Income Housing Asset Fund.
- Seniors First requested $15,000 in grant funding for the Senior Nutrition Program, Meals on Wheels. They were funded $14,263.75 for their Senior Nutrition program last year. Staff recommends funding approximately $12,450 from CDBG in 2025-2026 in order to evenly distribute the Public Services cap between other service providers by percentage of request.
- St Vincent de Paul requested $16,500 in funds for their Food BAGS Home Delivery program to Rocklin seniors and the disabled. They were funded $14,263.75 for their Food BAGS Home Delivery program last year. Staff recommends funding approximately $13,700 from CDBG in 2025-2026 in order to evenly distribute the Public Services cap between other service providers by percentage of request.
- Stand Up Placer requested $20,000 in grant funding for program year 2025-2026 for their Victims Services Program. They were funded $14,263.75 for Victim Services last year. Staff recommends funding approximately $16,600 from CDBG in 2025-2026 in order to evenly distribute the Public Services cap between other service providers by percentage of request.
- The Gathering Inn (TGI) requested $10,000 to support a contract with Whole Wellness Therapy, providing individual and group therapy at TGI locations for Rocklin individuals. In order to provide impactful funding amounts to established Public Service activities that provide direct services and are subject to the 15% cap, staff does not recommend CDBG funding for TGI in 2025-2026.
- Upwards, a for-profit business, requested $40,000 for their Boost Program to provide specialized business support and technical assistance to in-home childcare providers. Staff determined that funding this program would involve a significant amount of staff oversight, and the program would be subject to additional federal requirements. Technical support to childcare providers was also not identified as a priority need or goal, and therefore staff does not recommend CDBG funding in 2025-2026.

On February 28, 2025, drafts of the 2025-2029 Consolidated Plan and the 2025-2026 Annual Action Plan were made available for a 30-day public review period. The draft documents were made available at City Hall, at the Rocklin Public Library, and on the City's website. In addition, the notice was emailed to various service providers and through dissemination by the Placer Collaborative Network (PCN) and Placer Consortium on Homelessness (PCOH). The deadline for comments on the draft documents was March 30, 2025. The City received no comments during the public comment period. The following activities and estimated allocations were reflected in the 2025-2026 Annual Action Plan published for public review and are recommended for approval:

Program	Summary	Estimated Allocation $285,000
Seniors First, Senior Nutrition Program	Provide home delivery of meals to home-bound seniors in Rocklin	$12,450
St Vincent de Paul, BAGS Home Delivery program	Provide groceries and basic essentials to low-income, homebound elderly and disabled adults	$13,700
Stand Up Placer, Victim Services Program	Provide therapy services and crisis intervention to domestic and sexual violence survivors	$16,600
Planning and Administration	General administration of the CDBG program including planning and reporting activities	$57,000
Accessibility and Safety Projects	Sidewalk repairs and accessibility improvements to remove architectural barriers in the public right-of-way and improve safety for disabled persons	$185,250

HUD has not yet published CDBG allocations for the current federal fiscal year; therefore, staff have estimated the allocation to be the same as last program year. The Final Annual Action Plan will be revised prior to submittal to reflect the actual amount as well as proportional changes to proposed funding in all categories, when the allocation amount becomes available. Agreements with all subrecipients will specify that Rocklin funds must be utilized to assist Rocklin residents.

The City Council may direct staff to add or remove programs and/or projects or to adjust proposed funding allocations in the 2025-2026 Annual Action Plan within program limits for specific activities.

Amendment to the Citizen Participation Plan
A proposed amendment to the CDBG Program Citizen Participation Plan (CPP) is also included for adoption by the City Council. The CPP was updated to remove specific language in reference the HUD Wavers issued in 2020 and reset back to standard HUD requirements. Other changes are minor in nature including updating language for clarity and to meet current regulations and references. The draft CPP was available for public review from February 28 through March 30, 2025. The City received no comments. Following adoption of the CPP Amendment, staff will submit to HUD.

Fiscal Impact:
Processing of the 2025-2029 Consolidated Plan and the 2025-2026 Annual Action Plan is necessary in order for the City to receive CDBG Entitlement Funds from HUD, and the estimated $285,000 to be received for the 2025-2026 Program Year will be included in the City's proposed FY 2025/26 Operating Budget. Low- and Moderate-Income Housing Asset Funds (Fund 270) are available for use in the City's proposed FY 2025/26 Operating Budget to

fund KidsFirst and the Salvation Army programs totaling $55,000 as identified in this report.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan
3. Resolution Exhibit B - Amendment to the Citizen Participation Plan
4. Resolution Exhibit C - Application SF-424 & SF-424D
5. Resolution Exhibit D - Non-State Certifications
6. 2025-2026 CDBG Applicant Requests

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE ADOPTION OF THE 2025-2029 CONSOLIDATED PLAN, THE 2025-2026 ONE-YEAR ACTION PLAN, AND AN AMENDMENT TO THE CITIZEN PARTICIPATION PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE ALL DOCUMENTS REQUIRED TO RECEIVE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, the Community Development Block Grant Program, authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended (Act), requires that jurisdictions provide for the issuance of grants in order to attain the objective of providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, there has been presented to, and reviewed by this City Council, the 2025-2029 Consolidated Plan, which outlines needs, priorities, market conditions, and strategies to utilize funds in a way that addresses needs identified, the 2025-2026 Action Plan, which describes programs to be funded, in compliance with the goals and objectives of the Consolidated Plan, for the 2025-2026 program year, and the Amendment to the Citizen Participation Plan, which contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds; and

WHEREAS, the City has prepared an application on Standard Form 424 (Application) to HUD for a Community Development Block Grant for an estimated $285,000.00, or the amount that is released by HUD, for the period of July 1, 2025 through June 30, 2026; and

WHEREAS, the City is required to submit certifications to the U. S. Department of Housing and Urban Development (HUD), including those regarding affirmatively furthering fair housing, anti-displacement and relocation plan, drug free workplace, anti-lobbying, authority of jurisdiction, consistency with strategic plan, citizen participation, community development plan, following Consolidated Plan, use of funds, prohibition of excessive force, compliance with anti-discrimination laws, and lead-based paint; and

WHEREAS, the Consolidated Plan, the Action Plan, the Amendment to the Citizen Participation Plan, and a notice of the 30-day public comment period, have been published for citizen comment prior to forwarding the documents to City Council for approval;

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

Section 1. The City Council of the City of Rocklin hereby approves the adoption of the City of Rocklin 2025-2029 Consolidated Plan (Exhibit A), the 2025-2026 Action Plan (Exhibit A), and the Amendment to the Citizen Participation Plan (Exhibit B) and by this reference incorporated herein, certifying that the City of Rocklin has and will continue to conduct its activities in accordance with applicable statutes and regulations governing the CDBG Program, as identified in the accompanying Certifications in the form attached hereto as Exhibit D and by this reference incorporated herein.

Section 2. The City Council of the City of Rocklin hereby approves and authorizes the City Manager, or her designee, to execute the Grant Agreement and file the Application (SF-424 and SF-424D) in the form attached hereto as Exhibit C and by this reference incorporated herein, the Action Plan and Certifications, including all documents that are required to receive CDBG funding for and on behalf of the City of Rocklin.

PASSED AND ADOPTED this 22nd day of April, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBITS A THROUGH D

A. 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan
B. Amendment to the Citizen Participation Plan
C. Forms SF-424 and SF-424D
D. Non-State Certifications

ROCKLIN
CALIFORNIA

2025-2029 Consolidated Plan

April 22, 2025

Table of Contents

Executive Summary 1

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 1

The Process 7

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b) 7

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l) 9

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c) 20

Needs Assessment 32

NA-05 Overview 32

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c) 33

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2) 42

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2) 47

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2) 52

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2) 53

NA-35 Public Housing – 91.205(b) 55

NA-40 Homeless Needs Assessment – 91.205(c) 60

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d) 66

NA-50 Non-Housing Community Development Needs – 91.215 (f) 69

Housing Market Analysis 71

MA-05 Overview 71

MA-10 Number of Housing Units – 91.210(a)&(b)(2) 73

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a) 76

MA-20 Housing Market Analysis: Condition of Housing 80

MA-25 Public and Assisted Housing – 91.210(b) 83

MA-30 Homeless Facilities and Services – 91.210(c) 87

MA-35 Special Needs Facilities and Services – 91.210(d) 90

MA-40 Barriers to Affordable Housing – 91.210(e) 92

MA-45 Non-Housing Community Development Assets – 91.215 (f) 93

MA-50 Needs and Market Analysis Discussion 100

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2) 101

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3) 102

Strategic Plan 103

SP-05 Overview 103

SP-10 Geographic Priorities – 91.215 (a)(1) 103

SP-25 Priority Needs - 91.215(a)(2 105

SP-30 Influence of Market Conditions – 91.215 (b) 110

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2) 111

SP-40 Institutional Delivery Structure – 91.215(k) 113

SP-45 Goals Summary – 91.215(a)(4) 117

SP-50 Public Housing Accessibility and Involvement – 91.215(c) 121

SP-55 Barriers to affordable housing – 91.215(h) 122

SP-60 Homelessness Strategy – 91.215(d) 123

SP-65 Lead based paint Hazards – 91.215(i) 125

SP-70 Anti-Poverty Strategy – 91.215(j) 125
SP-80 Monitoring – 91.230 126

Annual Action Plan

Expected Resources 128

AP-15 Expected Resources – 91.220(c)(1,2) 128
Annual Goals and Objectives 130

AP-20 Annual Goals and Objectives 130
Projects 132

AP-35 Projects – 91.220(d) 132
AP-38 Project Summary 133
AP-50 Geographic Distribution – 91.220(f) 136
Affordable Housing 137

AP-55 Affordable Housing – 91.220(g) 137
AP-60 Public Housing – 91.220(h) 138
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 139
AP-75 Barriers to affordable housing – 91.220(j) 142
AP-85 Other Actions – 91.220(k) 143
Program Specific Requirements 146

AP-90 Program Specific Requirements – 91.220(l)(1,2,4) 146

Appendix A 149

Update to the Analysis of Impediments to Fair Housing Choice 149
Appendix B 154

Community Needs Survey 154

2025-2029 Consolidated Plan

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Rocklin (City) receives an annual allocation of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). As a requirement of the funding, HUD requires local jurisdictions to develop a Consolidated Plan every five years. The 2025 Consolidated Plan addresses needs, resources, and planned activities for the period of July 1, 2025 through June 30, 2029. The City of Rocklin has adopted a July to June program year.

The Consolidated Plan consists of the following sections:

- The Process - describes the consultation and citizen participation process undertaken to collect information from residents and stakeholders regarding community conditions and needs.
- The Needs Assessment - analyzes needs related to affordable housing, special needs housing, community development, and homelessness.
- The Market Analysis - examines demographics, the supply of affordable units, the regional housing and labor markets, and other conditions that impact community needs and the programs that address these needs.
- The Strategic Plan - identifies specific goals for each jurisdiction based on the highest priority needs informed by the Needs Assessment, Market Analysis, and extensive consultation with community groups and citizens.

The plan includes the first fiscal year (2025-2026) Annual Action Plan for the City of Rocklin, which describes the planned investment of federal resources to implement specific activities that address Consolidated Plan identified needs and strategic goals.

Related to the Consolidated Plan, HUD requires the City to affirmatively further fair housing for residents. This starts with an assessment of barriers to fair housing choice. In 2020, the City participated in a regional Analysis of Impediments to Fair Housing Choice (AI) to encourage meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. The plan includes an update to the AI in Appendix A.

Federal regulations require that at least 70% of CDBG funds be used for projects that primarily benefit persons under the HUD Low- and Moderate-Income limit defined as persons from households at or below 80% of Area Median Income (AMI). For most jurisdictions, projects serving an area with 51% or more low and moderate-income (LMI) residents may be eligible for CDBG funding on an Area Benefit basis using census data. An exception is allowed for communities with few or no qualifying areas. The City of Rocklin was determined to be an Exception Grantee for program year 2024 (July 1, 2024 through June 30, 2025). Projects serving census tracts and block groups with 41.5% or more LMI residents may

qualify for Area Benefit. Exception Grantee status may change each year, depending on HUD income estimate calculations.

2024 Eligible Census Tracts:

Census Tract	Low/Mod Percentage
211.03	44.38%
211.08	45.90%
211.29	44.31%
211.30	44.77%

2024 Eligible Block Groups:

Census Tract	Block Group	Low/Mod Percentage
211.03	4	47.00%
211.03	3	58.00%
211.08	2	45.80%
211.08	1	46.40%
211.09	2	42.50%
211.29	2	50.00%
211.30	1	41.50%
211.30	2	46.30%
211.31	3	48.10%
212.03	1	51.70%
213.23	2	60.20%

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The goal of HUD's CDBG program is to develop viable urban communities and to provide a benefit to low- and moderate-income persons. HUD's housing and community development programs are guided by three CDBG National Objectives:

- Create suitable living environments;
- Provide decent housing; and
- Create economic opportunities.

CDBG funded activities must demonstrate that they meet one or more of the following CDBG National Objectives:

- Low- and Moderate-Income Benefit - provides a benefit to low- and moderate- income (LMI) persons;
- Slum and/or Blight Benefit - Aids in the prevention or elimination of slums or blight; and/or

- Urgent Need - Addresses an unexpected need having a particular urgency (such as flood, fire, or earthquake).

The CDBG program operates under income limits established annually by HUD. CDBG funded activities must primarily benefit low- and moderate-income households defined as persons from households at or below 80% of Area Median Income (AMI), adjusted for family size. The City of Rocklin is a part of the Sacramento-Roseville-Arden-Arcade, CA Metropolitan Statistical Area (MSA) and the CDBG program uses HUD's Sacramento-Roseville-Arden-Arcade income limits to determine project eligibility.

The Consolidated Plan serves the following three functions:

- Provides a planning document for the City of Rocklin which is built upon a participatory process;
- Serves as the application for federal funds under HUD's CDBG formula grant program; and
- Offers a strategy to follow when carrying out CDBG programs.

The City identified the following priority needs and goals. Descriptions of the needs and goals can be found in the Strategic Plan section.

High Priority Needs

- Provide services for low- and moderate-income youth, seniors and those providing food and nutrition services.
- Address housing instability.
- Provide services for survivors of domestic violence, sexual assault or trafficking.

Low Priority Needs

- Provide homeowner housing rehabilitation assistance.
- Improve public infrastructure accessibility and safety.
- Support economic opportunity for low- and moderate-income business owners and job seekers.

3. Evaluation of past performance

The City of Rocklin 2020-2024 Consolidated Plan set goals for the use of CDBG funds for affordable housing, homelessness and non-housing community development activities that were based on citizen participation comments and analysis of data in the Plan. Over the first four years of the five-year Consolidated Plan (July 1, 2020 – June 30, 2024), the City's available funding consisted of $1,148,559 in new CDBG funding (entitlement funds); $18,491 in unexpended funds from previous years. The City did not receive any CDBG program income received from previous years' activities.

On September 22, 2020 the City adopted a substantial amendment to the 2020 Annual Action Plan to allow the use of Coronavirus Aid, Relief and Economic Security Act (CARES Act) funding to prevent, prepare for and respond to the effects of COVID-19 on individuals, families and businesses.

The City completed the fourth year of the five-year 2020-2024 Consolidated Plan on June 30, 2024. The following is a brief summary of key accomplishments achieved during the first four years of the 2020–2024 Consolidated Plan period.

Public Services
CDBG funds were used to support programs assisting victims of sexual and domestic abuse and human trafficking; food distribution for seniors including basic nutrition; therapy services to children, adults and families to support the recovery from trauma; and services to prevent chronic homelessness.

Americans with Disabilities Act (ADA) Accessibility Improvements
Completed sidewalk repairs and improvements within the public right of way and pedestrian paths of travel to benefit disabled individuals.

Foothills Habitat for Humanity Handyman Program
This program was canceled due to safety concerns related to the COVID-19 pandemic.

CDBG-CV
In addition to regular entitlement CDBG funds, the City received $463,302 in CDBG-CV1 and CDBG-CV3 funding authorized by the CARES Act to prevent, prepare for and respond to the effects of COVID-19 on individuals, families and businesses. CDBG-CV funding was used for the following activities:

- $25,000 for counseling for clients struggling with issues directly related to Coronavirus.
- $50,000 to provide housing assistance (Rapid Rehousing & Homeless Prevention), employment assistance (required work-related supplies, short term transportation funding), and educational assistance (distance learning supplies, books, programs, etc.) to Rocklin residents experiencing homelessness.
- $79,125 to assist with basic needs stemming from Coronavirus including food, diapers, childcare challenges.
- $142,275 for services to persons experiencing homelessness during the pandemic including a mental health clinician, a medical clinic, housing assistance, case management, transportation, food and shelter.
- $151,713 for rental assistance in response to income reductions related to Coronavirus.

4. Summary of citizen participation process and consultation process

The citizen participation process was initiated with a Community Needs Survey available online from October 23, 2024 through December 5, 2024. The survey was promoted on the City's website and social media; and through emails to interested stakeholders, the Roseville/Rocklin/Placer County CoC; and was announced during the public community meetings. A summary of the survey results is included in Appendix B.

The 2025-2029 consolidated planning process included coordination and consultation with a diverse group of residents and stakeholders in and around the City of Rocklin. Stakeholders included nonprofit organizations, affordable housing providers, service providers, government agencies, and advocacy organizations, all of whom work with low- and moderate-income members of the community. The City provided notice to adjacent jurisdictions by email on October 30, 2024. Jurisdictions notified included the County of Placer and the cities of Auburn, Colfax, Lincoln, Loomis, and Roseville.

During the current planning cycle, the City consulted with eighteen organizations, including:

- Service providers that address the needs of low- and moderate-income households and populations with special needs including adults with disabilities; persons experiencing homelessness; victims of domestic violence, sexual assault or trafficking; or seniors;
- Agencies serving persons experiencing or at risk of homelessness;
- Affordable housing providers;
- Housing advocates;
- Public agencies;
- Economic development and employment organizations; and
- Community and neighborhood groups.

The public and interested stakeholders were invited to participate in three Public Community Meetings held on November 5, 2024 at 8:30 a.m., November 13, 2024 at 5:30 p.m., and on December 5, 2024 at 2:00 p.m. Notices of the meeting were published as follows:

- Public notice of the meetings published in the Placer Herald on November 1, 2024.
- Notice posted on the City website and on the City's Instagram and Facebook pages.
- Emails sent to 38 community stakeholders, affordable housing providers and service providers.
- Emails sent to member agencies of the Roseville/Rocklin/Placer County Continuum of Care (CoC).

Two of the Community Meetings were held remotely and featured an overview of CDBG funding and how it can be used, a discussion of community needs, and an explanation of how interested organizations or individuals can apply for funding or access CDBG funded programs. A total of 13 people attended.

The third Public Meeting was held in-person at the Rocklin Police Department Emergency Operations Center on December 5, 2024 to provide information regarding the availability of funding under the 2025-2026 Annual Action Plan. Potential applicants were notified and encouraged to attend. Two persons attended from organizations that work with many low- and moderate-income households.

A public notice of the availability of the draft 2025-2029 Consolidated Plan, 2025 Annual Action Plan and update to the Analysis of Impediments to Fair Housing Choice was published in the *Placer Herald*, was posted on the City's website, and was emailed to community stakeholders on February 28, 2025. The City accepted public comment on the plans from March 1, 2025 until 5:00 p.m. on March 30, 2025. The draft plans were available during normal business hours at the Rocklin City Hall, 3970 Rocklin Road, Rocklin, CA; the Rocklin Public Library at 4890 Granite Dr., Rocklin, CA and on the City's website at www.rocklin.ca.us.

Prior to submission to HUD, a public notice of a public hearing to receive comments on the plans will be was published in the *Placer Herald* on February 21, 2025. The public hearing will be held before the City Council of the City of Rocklin on April 22, 2025. Following the hearing, the 2025-2029 Consolidated Plan and 2025 Annual Action Plan will be presented to the City Council for consideration of adoption prior to submission to HUD.

5. Summary of public comments

Community Needs Survey
The City received 13 responses to the Community Needs Survey. Although the limited number of responses cannot be considered statistically significant, participants all reported as Rocklin residents. The survey is a valuable reflection of their opinions regarding needs in the community. Composition of residents and stakeholders participating in the Community Needs Survey was:

- 100.0% of respondents reported they were Rocklin residents and 11.1% of those individuals were also service providers serving a low- and moderate-income clientele.
- 75% were adults under the age of 62 and 12.5% were over 62.
- 12.5% were from female headed households.

When asked to rank activities that would have the most significant impact in the community, the top four responses received were (three-way tie for second place):

1. Community services
2. Affordable housing
   Infrastructure Improvements for lower-income Neighborhoods
   Neighborhood Improvement Programs

Respondents were asked to rank the severity of need for CDBG eligible activities within various categories of activity types. Response selections were: Great Need, Some Needs, Little Need, or No Need. Out of 36 activities, the following were the 10 highest ranked needs for low- and moderate-income residents and neighborhoods in Rocklin.

Highest ranking:

- Development of childcare centers
- Employment training for low- and moderate-income persons.

Next highest ranked activities

- Public services for youth and seniors
- Increased affordable housing for seniors
- Youth centers serving low- and moderate-income youth
- Provision of substance use/mental health treatment.
- Senior center
- Permanent Supportive Housing for persons with disabilities exiting homelessness
- Emergency shelter and housing navigation services for persons experiencing homelessness
- Assistance to homeowners to provide accessibility improvements

It should be noted that even activities receiving the lowest ranking were identified by many respondents as areas of need; however, they did not receive as many higher need scores as the highest-ranking activities. A complete summary of the survey results is available in Appendix B.

Community Meetings
During the November 5 and November 13, 2024 Public Community Meetings, poll questions asked of attendees and discussion during the meeting indicated that lower-income Rocklin residents would benefit from additional affordable housing options, services for youth and seniors, nutrition services and economic development activities that would result in increased job opportunities.

Consultations with Service Providers
Local providers of services targeted to low- and moderate-income individuals and families and those with special needs participated in the planning process. Providers participated in the Community Meetings, the Community Needs Survey, and completed provider questionnaires. Providers noted that one of the largest barriers to housing stability in Rocklin is the discrepancy between income and housing costs. They identified the following as significant needs for vulnerable Rocklin residents: homeless prevention services, emergency shelter, housing navigation services, more affordable permanent housing or rental assistance, case management, more Permanent Supportive Housing, social services and mental health services to maintain housing stability.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments and views expressed during the planning process were accepted.

7. Summary

The 2025-2029 Consolidated Plan is the result of a citizen participation process that analyzed available data and collected thoughts and comments from residents and stakeholders regarding community conditions and the needs of low- and moderate-income residents.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	ROCKLIN, CA	Office of the City Manager/City of Rocklin
CDBG Administrator	ROCKLIN, CA	Office of the City Manager/City of Rocklin

Table 1 – Responsible Agencies

Narrative

The Office of the City Manager of the City of Rocklin serves as the lead agency for administering HUD Community Development Block Grant (CDBG) funds and implementing the Consolidated Plan.

As of 2023, the U.S. Census estimates that the City of Rocklin has a population of 73,472 people comprising 24,630 separate households. The City is located at the base of the Sierra Foothills just off Interstate 80 in Placer County, approximately 22 miles from Sacramento and approximately 100 miles from either Lake Tahoe, San Francisco, or Napa Valley. Rocklin is intersected by Interstate 80 (a heavily traveled freeway for both commerce and travelers) and Highway 65 (largely serving commuter and regional traffic). A major east-west rail line operated by Union Pacific runs through Rocklin, and the Rocklin train depot is served by Amtrak for regional, statewide, and interstate service. The City has the charm of small-town living, offering attractive amenities and opportunities to its community.

Since 2010, Rocklin's population has grown from 56,974 residents to 73,472 in 2023. Rocklin experienced the largest overall percent change in population of any Placer County jurisdiction between 2010 and 2020, with a population increase of approximately 23% over this period, as compared to the 16% population growth for Placer County as a whole. Most of Rocklin's population growth since 2000 can be attributed to annexation and subsequent development of the Northwest Rocklin Annexation Area and ongoing development in the Whitney Oaks, Stanford Ranch, Sunset West, and Southeast Rocklin areas.

Rocklin offers a mix of housing types, including single-family homes, townhomes, apartments, condominium developments, and mobile homes. According to the California Department of Finance, of the 25,945 units in the City as of January 2020, 76% were single-family homes, 22% were multifamily units, and 2% were mobile homes.

According to the 2024 Apartment Survey, conducted by the City, there are 40 apartment complexes in Rocklin providing a total of 5,503 housing units. Seven of those projects (897 units) are senior housing. Three projects contain both assisted living and independent living units.

Consolidated Plan Public Contact Information

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The 2025-2029 Consolidated Plan process included coordination and consultation with a diverse group of residents and stakeholders in and around the City of Rocklin. Stakeholders included nonprofit organizations, affordable housing providers, service providers, government agencies, and advocacy organizations, all of whom work with low- and moderate-income members of the community. Outreach efforts are summarized in the Executive Summary and Citizen Participation sections of this report.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City has developed relationships with private for-profit developers and non-profit housing developers. During the planning cycle, the City consulted with service providers and organizations serving low- and moderate-income Rocklin residents, including:

- Service providers that address the needs of low- and moderate-income households as well as targeted populations such as persons with special needs or disabilities;
- Affordable housing providers;
- Housing advocates;
- Housing professionals;
- Public agencies (such as school districts, health services, and public works);
- Economic development and employment organizations; and
- Community and neighborhood groups.

The City sent notices of the Consolidated Plan development process to organizations by email. The City also contacted organizations by email and/or phone to issue invitations to meetings and encourage survey responses. Specific agencies were contacted directly to obtain data in preparation of this Consolidated Plan. For example, the City coordinated with both the Placer County Housing Authority and the Roseville Housing Authority to obtain information on public housing and Housing Choice Vouchers available to residents. Rocklin contacted various governmental health, mental health, and service organizations that operate within Placer County during development of the plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Rocklin works with and supports the Placer Consortium on Homelessness (PCH) as well as the Homeless Resource Council of the Sierras (HRCS) to address the needs of local residents experiencing homelessness. HRCS is a nonprofit organization serving as the "collaborative applicant" and

"administrative entity" for two Continuums of Care (CoCs). These are the Roseville/Rocklin/Placer County CoC (CA-515) and the Nevada County CoC (CA-531). HRCS is governed by a seven-member board with representation from each of the continuums of care.

The City supports programs providing assistance to persons at risk of or experiencing homelessness. In addition to making CDBG public service funds available to these organizations, the City expends Low- and Moderate- Income Housing Asset Funds for Homelessness Prevention and Rapid Rehousing annually. Additionally, the City of Rocklin has a seat on the governing board of the Roseville/Rocklin/Placer County CoC (CA-515). This City board member helps shape the funding and policy decisions of the CoC and facilitates information sharing between the two agencies.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Rocklin does not receive Emergency Solutions Grant (ESG) funds from HUD. However, a City staff member is appointed to the Governing Board of the Roseville/Rocklin/Placer County CoC (CA-515) which is responsible for developing performance standards, evaluating outcomes, or developing funding, policies or procedures for the administration of the Homeless Management Information System (HMIS). Additionally, City management staff are members of the Local Government Advisory Committee, which is an official subcommittee of the CA-515. In this subcommittee, City staff consult with HRCS and the Roseville/Rocklin/Placer County CoC regarding issues or policies related to persons experiencing or at-risk of homelessness.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Advocates for Mentally Ill Housing (AMIH)
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	AMI Housing participated in Community Meetings and provided data regarding the needs of persons with mental illness and persons experiencing or at risk of homelessness.

2	Agency/Group/Organization	Seniors First
	Agency/Group/Organization Type	Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation with Seniors First provided data on the needs of lower-income seniors throughout Placer County.
3	Agency/Group/Organization	Roseville Public Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Rocklin is served by two public housing authorities - the City of Roseville Housing Authority and the Placer County Housing Authority. Both housing authorities provided data regarding the waiting lists and households receiving rental housing assistance.
4	Agency/Group/Organization	Placer County Public Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Rocklin is served by two public housing authorities - the City of Roseville Housing Authority and the Placer County Housing Authority. Both housing authorities provided data regarding the waiting lists and households receiving rental housing assistance.
5	Agency/Group/Organization	Latino Leadership Council
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Members of the Latino Leadership Council participated in community meetings.
6	Agency/Group/Organization	THE GATHERING INN
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Gathering Inn attended community meetings and provided an overview and data regarding the needs of persons experiencing or at risk of homelessness.
7	Agency/Group/Organization	Homeless Resource Council of the Sierras (515)
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Resource Council of the Sierras (HRCS) is a nonprofit organization serving as the "collaborative applicant" and administrative entity for the Roseville/Rocklin/Placer County Continuum of Care (CoC) (CA-515) and the Nevada County CoC (CA-531). HRCS is responsible for conducting the biennial homeless Point-in-Time (PIT) Count and Homeless Inventory Count (HIC). HRCS provided PIT and HIC data, and also participated in public meetings providing information on the needs of persons experiencing homelessness in Rocklin.
8	Agency/Group/Organization	Agency on Aging
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency on Aging Area 4 (AAA4) serves aging adults (60+), adults with disabilities, and the people who care for them in seven counties: Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba. AAA4 participated in community meetings and completed the Community Survey to provide information on the needs of seniors in Rocklin.
9	Agency/Group/Organization	St Vincent de Paul - Roseville Area Conference
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	St Vincent de Paul participated in Community Meetings.
10	Agency/Group/Organization	Upwards
	Agency/Group/Organization Type	Services - Childcare Providers
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Upwards is a for-profit entity providing support to in-home childcare providers. Staff participated in the community meeting and provided comments regarding the need for affordable childcare in Rocklin.
11	Agency/Group/Organization	Stand Up Placer, Inc.
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stand Up Placer participated in Community Meetings and provided data regarding the needs of victims of domestic violence and sexual assault.
12	Agency/Group/Organization	THE SALVATION ARMY ROSEVILLE CORPS
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Salvation Army provided data regarding the needs of individuals and families they are assisting. They work with all family types. Most are very low- to extremely low-income and many of their clients are at risk or experiencing homelessness.
13	Agency/Group/Organization	Volunteers of America Northern California and Northern Nevada
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Volunteers of America provided information regarding the needs of individuals and families at risk or experiencing homelessness, elderly, disabled and veterans.
14	Agency/Group/Organization	KidsFirst
	Agency/Group/Organization Type	Services - Housing Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	KidsFirst participated in community meetings and provided information regarding the needs of lower-income families with children, and families with children at risk or experiencing homelessness.
15	Agency/Group/Organization	Alta California Sacramento Regional Center
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Alta Regional Center provided information on the needs of adults with developmental disabilities.
16	Agency/Group/Organization	PLACER COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Placer County Department of Health and Human Services provided information on the needs of low-income adults, seniors, persons with disabilities and families with children.
17	Agency/Group/Organization	City of Rocklin
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City of Rocklin staff provided the following information for inclusion in the Needs Analysis: City contributions towards housing and homeless programs, public infrastructure needs in low-income neighborhoods, public facilities needs in low-income neighborhoods.
18	Agency/Group/Organization	Sacramental Area Council of Governments (SACOG)
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Sacramento Area Council of Governments (SACOG) provided information on the need for housing affordable to differing income levels in the City of Rocklin.
19	**Agency/Group/Organization**	Roseville/Rocklin/Placer County CoC
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the	The Roseville/Rocklin/Placer County Continuum of Care (CoC) provided information regarding the needs of persons experiencing and at risk of homelessness in the City of Roseville, in addition to providing

	consultation or areas for improved coordination?	demographic data from the Point-in-Time (PIT) Count, the Housing Inventory Count (HIC) and the Homeless Management Information System (HMIS).

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Rocklin did not deliberately exclude any type of agency during the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Rocklin Housing Element 2021-2029	City of Rocklin	The Housing Element includes the City's planning goals for development of affordable housing, housing for persons with special needs and persons experiencing homelessness.
2024 Placer County Point-in-Time (PIT) Count, Housing Inventory Count (HIC).	Homeless Resource Council of the Sierras (HRCS)	The PIT Count, Housing Inventory Count (HIC) and Homeless Management Information System (HMIS) provide data regarding persons experiencing sheltered and unsheltered homelessness in the City of Rocklin.
City of Rocklin Assessment of the Development Review Process	City of Rocklin	The assessment provides recommendations for developing a more efficient, customer-friendly and effective development review process that may reduce barriers to affordable housing development.
City of Rocklin Economic Development Strategy 2022	City of Rocklin	The strategy is focused on identifying and leveraging the strengths of the City of Rocklin and its public and private partners in order to foster a thriving business environment that is conducive to business growth, attraction and creation.
Placer County Homelessness Response Project	Collaborative effort between County agencies, cities, law enforcement, health services, and local nonprofits.	The project endeavors to create opportunities for County agencies, local jurisdictions, and key stakeholders to collaborate on shared approaches to homelessness in Mid- and South Placer.
Employment and Earnings of California Farmworkers 2015	University of California – Davis	An analysis of earning gaps for farmworkers in California.

Regional Housing Needs Allocation (RHNA)	Sacramento Area Council of Governments (SACOG)	Every 8 years, HCD provides SACOG with a regional determination, which represents the number of housing units the region must plan for, broken down by income categories. SACOG allocates these units by income category to each city and county in the region for planning and zoning purposes.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Rocklin sent notices of the consolidated planning process to adjacent units of general local government on including:

- City of Auburn
- City of Colfax
- City of Lincoln
- City of Loomis
- City of Roseville
- County of Placer

In addition, the City consulted with the following government agencies:

- Placer County Department of Health and Human Services
- Placer County Housing Authority
- Roseville Housing Authority
- City of Rocklin Community Development Department, Public Works Department, and the Office of the City Manager

Narrative (optional):

During the preparation of the Consolidated Plan, the City consulted with local social service agencies, nonprofit organizations, affordable housing developers, local government agencies and advocacy organizations that provide assistance to low- and moderate-income Rocklin residents.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

As a part of the Consolidated Planning effort, Rocklin organized a public outreach campaign to gather resident and stakeholder feedback on housing and community development needs across the community. Input from stakeholders including community members, housing professionals, service providers and City staff enabled the City to assess the needs of low- and moderate-income residents and neighborhoods. The City's community engagement efforts included an online survey, three community meetings, and email and telephone consultation with key stakeholders.

A notice of a 30-day public review period for the draft 2025-2029 Consolidated Plan and 2025 Annual Action Plan was published in the *Placer Herald* on February 28, 2025 as well as posted on the City's website and emailed to stakeholders. The plans were made available for public comment from March 1, 2025 through March 30, 2025. A publicly noticed public hearing will be held before the Rocklin City Council on April 22, 2025. In addition, the City promoted public engagement by posting notices to the City's website, social media accounts, and sending email announcements to interested parties and stakeholders.

The following sections describe how each of these activities collected valuable information and facilitated the development of this report.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	11/1/24 - Public Notice placed in the Placer Herald announcing Community Meetings to be held 11/5/24, 1113/24 and 12/5/24; and a link to the community needs survey.		All comments were accepted.
2	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Service providers	11/5/24 - Virtual public meeting held 11/5/24 to announce the City's intent to develop a 2025-2029 Consolidated Plan, a 2025-2025 Annual Action Plan, and an update to the Analysis of Impediments to Fair Housing. A link to the community needs survey was provided. Ten persons attended.	Ten persons attended and provided comments regarding needs in the community.	All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
3	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	11/13/24 - Virtual public meeting held 11/5/24 to announce the City's intent to develop a 2025-2029 Consolidated Plan, a 2025-2025 Annual Action Plan, and an update to the Analysis of Impediments to Fair Housing. A link to the community needs survey was provided. Ten persons attended.	Ten persons attended and provided comments regarding needs in the community.	All comments were accepted.
4	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	12/5/24 - In-person public meeting held at the Rocklin Police Department 12/5/24 to announce the City's intent to develop a 2025-2029 Consolidated Plan, a 2025-2025 Annual Action Plan, and an update to the Analysis of Impediments to Fair Housing. A link to the community needs survey was provided. Five persons attended.	Five persons attended and provided comments regarding needs in the community.	All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
5	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice posted on the City of Rocklin Facebook page and the City of Rocklin Instagram page announcing Community Meetings to be held 11/5/24, 1113/24 and 12/5/24; and a link to the community needs survey.	Comments were received in the meetings as noted above.	All comments were accepted.
6	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice posted on the City of Rocklin webpage announcing Community Meetings to be held 11/5/24, 1113/24 and 12/5/24; and a link to the community needs survey.	Comments were received in the meetings as noted above.	All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
7	Continuum of Care meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing Persons Experiencing Homelessness	1/8/25 - Provided a presentation to the Rocklin/Roseville/Placer County Continuum of Care (CoC) at the General Board meeting. Notice was given regarding the preparation of the 2025-2029 Consolidated Plan, the 2025-2026 Annual Action Plan and an update to the Analysis of Impediments to Fair Housing. Funding availability and timeline for funding applications was announced.	The CoC Board accepted the presentation.	All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
8	Continuum of Care meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Persons Experiencing Homelessness	10/24/24 - Email to 38 interested residents and stakeholders, including the Latino Leadership Council, to announce the City's intent to develop a 2025-2029 Consolidated Plan, a 2025-2025 Annual Action Plan, and an update to the Analysis of Impediments to Fair Housing. Email included dates and times of the three community meetings and a link to the community needs survey.	Comments were received in the meetings as noted above.	All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
9	Continuum of Care meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing Persons experiencing or at risk of homelessness	10/24/24 - Email to the Roseville/Rocklin/Placer County CoC to announce the City's intent to develop a 2025-2029 Consolidated Plan, a 2025-2025 Annual Action Plan, and an update to the Analysis of Impediments to Fair Housing. Email included dates and times of the three community meetings and a link to the community needs survey.	Comments were received in the meetings as noted above.	All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
10	Continuum of Care meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Service providers	A community survey of the needs of low- and moderate-income persons and neighborhoods was available on the City of Rocklin website from 10/23/24 through 12/5/24.	The City received 13 responses to the survey and ten respondents identified as Rocklin residents. Three indicated that they were social service providers. A summary of the survey results is included in the appendix to this plan.	All comments were accepted.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
11	Newspaper Ad	Non-targeted/broad community	2/28/25 - Public Notice placed in the Placer Herald announcing a public review period of 3/1/25 through 3/31/25 for the draft 2025-2029 Consolidated Plan, draft 2025-2026 Annual Action Plan, draft update to the Analysis of Impediments, and draft amendment to the Citizen Participation Plan; and a Public Hearing scheduled before the City Council on 4/22/25.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
12	Continuum of Care meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing Persons experiencing and at risk of homelessness	2/28/24 - Email to the Roseville/Rocklin/Placer County CoC to announce a public review period of 3/1/25 through 3/31/25 for the draft 2025-2029 Consolidated Plan, draft 2025-2026 Annual Action Plan, draft update to the Analysis of Impediments, and draft amendment to the Citizen Participation Plan; and a Public Hearing scheduled before the City Council on 4/22/25.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
13	Internet Outreach	Non-targeted/broad community	2/28/24 - Notice posed on the City's website to announce a public review period of 3/1/25 through 3/31/25 for the draft 2025-2029 Consolidated Plan, draft 2025-2026 Annual Action Plan, draft update to the Analysis of Impediments, and draft amendment to the Citizen Participation Plan; and a Public Hearing scheduled before the City Council on 4/22/25.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
14	Continuum of Care meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Residents of Public and Assisted Housing Persons experiencing or at risk of homelessness	2/28/24 - Emails to service providers and local stakeholders to announce a public review period of 3/1/25 through 3/31/25 for the draft 2025-2029 Consolidated Plan, draft 2025-2026 Annual Action Plan, draft update to the Analysis of Impediments, and draft amendment to the Citizen Participation Plan; and a Public Hearing scheduled before the City Council on 4/22/25.		

Table 1 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment examines needs related to affordable housing, special needs housing, community development, and homelessness for Rocklin low- and moderate-income residents and neighborhoods. The Needs Assessment includes the following sections:

- Housing Needs Assessment
- Disproportionately Greater Need
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing Community Development Needs

The Needs Assessment identifies those needs with the highest priorities that form the basis for the Strategic Plan and will guide the selection of programs and projects to be funded during the five-year Consolidated Plan period.

Comprehensive Housing Affordability Strategy (CHAS) data is used to demonstrate the number of households in need of housing assistance. The HUD CHAS data set is a special tabulation of 2016-2020 American Community Survey (ACS) data from the U.S. Census Bureau. This special tabulation data provides counts of the numbers of households with housing problems that fit certain combinations of HUD-specified criteria and HUD-defined income limits. Since the CHAS requires the Census Bureau to further calculate estimated housing problems at a micro level, CHAS data often lags behind more recent ACS data. Responses to the questions below will focus on Low- and Moderate-Income (LMI) persons, which HUD defines as persons in households that are at or below 80% of the HUD Area Median Family Income (HAMFI).

The City has supplemented the CHAS data through the use of more current data to provide context around growth and economic hardships experienced by City residents in recent years. The 2021-2029 City of Rocklin Housing Element provides data for the Needs Assessment. Qualitative data was gained from a consultation process that involved an online survey, public workshops, and individual stakeholder conversations. Other data sources are noted throughout the plan.

The CHAS/ACS data noted in the following tables focuses largely on households experiencing a housing problem. HUD defines “housing problems” as:

- Units lacking complete kitchen facilities;
- Units lacking complete plumbing facilities;

- Overcrowding - units housing more than one person per room, not including bathrooms, porches, foyers, halls, or half-rooms (also known as Overcrowding); or
- Housing Cost Burden - households paying more than 30% of household income towards housing costs (for renters, housing costs include rent paid by the tenant plus utilities, and for owners, housing costs include mortgage payments, taxes, insurance, and utilities).

HUD considers the following as "Severe Housing Problems":

- Units lacking complete kitchen facilities;
- Units lacking complete plumbing facilities;
- Severe Overcrowding - units housing more than 1.5 persons per room; or
- Severed Housing Cost Burden – households paying more than 50% of the household income towards housing costs.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Tables 5 through 21 below reflect data from the HUD Comprehensive Housing Affordability Strategy (CHAS). The CHAS estimates the number of low- and moderate-income households with housing problems. The CHAS is based on custom tabulations from the 2016-2020 U.S. Census American Community Survey (ACS), combined with the HUD Area Median Family Income (HAMFI) limits. Households at or below 80% of HAMFI are referred to as Low- and Moderate-Income (LMI). CDBG funded activities must primarily benefit persons from LMI households.

The CHAS assumes that households self-reporting zero or negative income and paying rent in the ACS have housing cost burdens, while households paying no cash rent are assumed to be without cost burdens.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	59,730	67,070	12%
Households	21,205	22,910	8%
Median Income	$80,177.00	$100,664.00	26%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	1,860	1,625	2,995	2,310	14,125
Small Family Households	480	495	965	860	8,160
Large Family Households	55	110	235	280	1,940

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one person 62-74 years of age	520	380	670	555	2,765
Household contains at least one person age 75 or older	475	460	480	405	785
Households with one or more children 6 years old or younger	210	210	350	524	2,140

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	40	10	25	25	100	0	0	0	15	15
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	15	0	35	0	50	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	50	35	30	45	160	4	0	30	39	73

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 50% of income (and none of the above problems)	480	435	175	20	1,110	535	270	295	200	1,300
Housing cost burden greater than 30% of income (and none of the above problems)	110	355	1,000	460	1,925	100	140	520	445	1,205
Zero/negative Income (and none of the above problems)	90	0	0	0	90	95	0	0	0	95

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	585	485	265	90	1,425	535	270	330	250	1,385
Having none of four housing problems	525	420	1,265	815	3,025	215	445	1,130	1,155	2,945
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	170	325	465	960	225	155	235	615
Large Related	45	70	50	165	4	35	115	154
Elderly	369	305	190	864	300	215	365	880
Other	105	155	525	785	100	4	125	229
Total need by income	689	855	1,230	2,774	629	409	840	1,878

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	190	190	200	135	0	335
Large Related	0	0	30	30	4	25	40	69
Elderly	264	120	65	449	225	100	110	435
Other	0	105	135	240	100	0	0	100
Total need by income	264	225	420	909	529	260	150	939

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	65	35	65	45	210	0	0	30	39	69
Multiple, unrelated family households	0	0	0	0	0	4	0	0	0	4
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	65	35	65	45	210	4	0	30	39	73

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

Describe the number and type of single-person households in need of housing assistance.

The U.S. Census 2018-2022 ACS 5-Year data estimates that there are a total of 24,360 households in the City of Rocklin, of which 5,006 (21%) are single-person households (householder living alone). The majority of single-person householders are female (63%) and 56% are age 65 or older.

Using the data in Tables 7 and 8 above, it is estimated that a minimum of 1,187 single-person households are living with a Housing Problem and 1,756 have a Severe Housing Problem. The data in Table 7 demonstrates that the most significant housing problem for LMI households (at or below 80% AMI) is Housing Cost Burden. Renters are more likely to be affected than homeowners. Cost burden is the most significant housing problem affecting lower-income homeowners as well. Table 6 indicates that households with at least one elderly member comprise over half of households living at or below the Very Low-Income (VLI) limit at or below 50% AMI.

Of the 156 households on the Placer County Housing Authority waiting list for assistance, 102 are single person households (66%). The Roseville Housing Authority has 175 households on the waiting list, of which 72 are single person households (41%). Roseville Housing Authority reports that the majority of voucher holders are single-member households or households that qualify for a 1-bedroom voucher. They note that while more affordable housing is needed for all types of households, there is a significant need for small affordable units.

The data indicates that there is a significant need for rental assistance for single-person renter households and that elderly single-person households are at highest risk of housing instability due to Housing Cost Burden.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

<u>Persons Living with a Disability</u>
The 2018-2022 ACS 5-Year data estimates 6,710 persons with a disability living in Rocklin, which accounts for 9% of the population.

- 368 individuals under age 18
- 3,118 individuals age 18-64
- 3,224 individuals age 65 and older

Placer County Housing Authority reports that 111 households on the waiting list for rental assistance include a disabled adult member (72%). The Roseville Housing Authority waiting list has 46 (26%) disabled households on the waiting list.

The Salvation Army estimates 15-20% of clients have a physical or mental disability, prohibiting them from living independently or securing housing on their own. AMI Housing is an affordable housing provider working primarily with persons with a mental health diagnosis. However, they also work with low-income families with children, persons with disabilities; elderly households; victims/survivors of domestic violence, dating violence, sexual assault and/or stalking; and youth transitioning out of foster care. AMI Housing estimates 1,936 households in Placer County include a person with a disability and are in need of assistance to remain stably housed. Assistance may be case management, resource brokerage, locating appropriate housing, application fees, holding deposits, security deposits, rental assistance, utility deposits, household furnishings, or services to maintain housing long term.

Domestic Violence, Dating Violence, Sexual Assault and Stalking

Stand Up Placer is a non-profit community-based organization dedicated to empowering Placer County survivors of domestic violence, sexual assault, and human trafficking to heal from the trauma and create new lives of strength and self-sufficiency. The organization serves nearly 4,000 victims of domestic violence, dating violence, sexual assault, stalking and sex trafficking and their children annually, with a household estimate of approximately 2,000. Families range from individuals, including transition-aged youth and seniors, to families with one or many children, and a few with both children and dependent adults, including disabled adult children and grandparents. While every family does not need housing, approximately 75% of families fleeing are either already homeless or have been made so by their choice to flee the violence. Stand Up Placer estimates that there are 200 families of survivors in Rocklin, of which approximately 150 are in need of housing assistance.

AMI Housing (AMIH) is a Placer County housing provider working with persons who identify as victims of domestic and/or dating violence, sexual assault, human trafficking, and/or stalking. AMIH estimates approximately 1,355 households in need of services countywide. This number is a rough approximation as many do not self-report victim status. The Gathering Inn, a homeless services provider in Placer County, is currently serving 5 Rocklin victims. The Gathering Inn notes that to achieve housing stability, these households need rental assistance (including first and last month's rent, deposit, and move in kits), case management, Permanent Supportive Housing, Homeless Prevention, and Document Collection assistance.

Persons fleeing domestic violence, dating violence or stalking and persons that have been sexually assaulted typically need assistance with emergency shelter, locating appropriate permanent housing, application fees and security deposits. To establish and restart their lives in a safe environment, families may also need ongoing rental assistance, household furnishings, case management, and social services to maintain housing long term.

What are the most common housing problems?

Housing Cost Burden is by far the most common housing problem in the City of Rocklin for both renter and homeowner households. Table 7 indicates that of households at or below 80% AMI, 4,689 reported

a Housing Problem, and of that number 4,415 (68% of LMI households) were cost burdened. This equates to 19% of all Rocklin households.

Compared to cost burdened LMI households, the share of LMI households living in substandard housing (1%) or in overcrowded situations (3%) is relatively low. However, there are a total of 75 households living in substandard housing and 2,339 in overcrowded housing that would benefit from assistance to improve their housing or reduce the cost of locating more suitable housing.

The Salvation Army reports that Rocklin clients are struggling with increasing costs of living, such as rent and utility bills. Some households continue to struggle with the aftermath of the COVID-19 pandemic, trying to keep up with their bills. Many families lost their employment during the pandemic and have yet to return to work. They are surviving off government assistance programs such as CalFresh and cash aid. These fixed-income families applying for affordable housing encounter waitlists that surpass one year. The high costs of living coupled with lack of affordable options leaves low-income families facing housing cost burden problems. Service providers indicate that insufficient income to qualify with property managers, coupled with poor credit/rental history makes it very difficult to move from homelessness or shelter into a more permanent housing situation.

Volunteers of America (VOA), one of the nation's oldest and largest developers of affordable housing, provides safe shelter for nearly 20,000 seniors, veterans, and families in need each year. VOA of Northern California and Northern Nevada is dedicated to helping those in need rebuild their lives and reach their full potential. They are active in Placer County offering emergency shelter, transitional housing, affordable housing, senior services, veteran services and employment services. They often work with persons exiting homelessness, persons with disabilities, veterans, the elderly and survivors of domestic violence. VOA staff note that the disparity between income and rent, along with rental credit requirements, severely impacts clients' ability to secure housing.

KidsFirst is an organization devoted to the prevention and treatment of child abuse and neglect. They note that housing costs often are a significant source of stress for families with children.

The Latino Leadership Council emphasized that in the last few years, they have seen a greater need for basic needs due to the rising costs of housing, food, and transportation which have greatly impacted many families. For many, the primary focus is maintaining housing stability. The Latino Leadership Council states that their undocumented clients have the most difficulty locating housing. Many of these clients are unable to find landlords willing to lease or rent housing to them. Many of these families find short-term housing by doubling up with other familial or community members. These families often find themselves in unsanitary or unsafe environments by renting out a living room or bedroom for the whole family.

Stand Up Placer also identifies the high cost of rent and lack of affordable housing as an impact to survivors of domestic violence, sexual assault, and human trafficking. They note that the limited number of housing vouchers and the extremely long waiting list is a barrier. Some clients do not have sufficient income to afford market rate housing, but have an income that is too high for assistance programs. Additional reported barriers are evictions and poor credit resulting from their abuse, income less than three times the rent, and sometimes soft discrimination due to racial or ethnic status.

Are any populations/household types more affected than others by these problems?

Elderly LMI households are most significantly impacted by the cost of rent, mortgage and utilities. Over 50% of Extremely-Low and Very Low-income households in Rocklin include at least one person age 62 or older. Housing Cost Burden affects 44% of elderly renters and 29% of elderly homeowners. These are often small related households which is also reflected in the 18% of small related renter households and 9% of small related homeowner households with housing cost burden.

Service providers report that single parents, elderly, disabled adults and transitional age youth struggle more consistently with housing issues. Many of them live off one income, or a fixed income of SSI/SSDI and government benefits. Transitional age youth are aging out of the foster care system or leaving their parent's home for the first time and are not prepared to secure the employment needed to live comfortably. Households with language barriers also encounter housing problems and require culturally appropriate assistance.

The Latino Leadership Council (LLC) notes that 100% of their clients are low-income. They have found that Indigenous and People of Color (BIPOC) populations, larger households, and undocumented families have a higher chance of having a more difficult time finding affordable, accessible, and safe housing within Sacramento and Placer County. LLC works mainly with families at risk of homelessness, food insecurity, and often needing monetary help to pay for basic needs such as clothing, shoes, utilities, rent, and food. Families and individuals who struggle to find stable housing will commonly live in garages or other like structures, creating more safety concerns.

Stand Up Placer notes that single person households, especially individuals whose children are grown but are too young to qualify for elderly housing assistance, tend to fall into gaps in services or are placed at a lower priority for services. Large families with five or six children often cannot find apartments or homes large enough for their families that are affordable. Large apartments (3-4 bedrooms) are scarce.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Many of the Salvation Army food pantry clients are homeless or nearing homelessness. Of this homeless and at-risk clientele, most suffer from severe substance use or mental health conditions requiring treatment. Most do not have health insurance, leaving them without treatment and/or medication needed in order for them to achieve housing stability. Salvation Army financial assistance programs are limited to one-time assistance for rent, deposit or utility bills. After families are assisted, they must search for other agencies to assist with either remaining costs or subsequent monthly bills.

Rapid Rehousing assistance is available from Advocates for Mentally Ill Housing (AMIH) but only for security deposit and one month of rent. Rapid Rehousing through the CalWorks Housing Support Program (HSP) provides six months of assistance and gradually decreases each month. Most families that have gone through the HSP program have attained housing and have sustained housing due to the support team provided while in the program. The Gathering Inn reports that their clients receiving HSP

services over the last two years have done well upon the termination of assistance. The Gathering Inn finds that families that lose their housing situation and return are often those with a parent returning to addiction and/or domestic violence. Lack of a safety plan or savings to deal with emergencies also can contribute to a return to homelessness. Successful Rapid Rehousing relies on forming connections with local social services, community support, and services or experiences that may reduce the feeling of isolation. Learning money management skills and how to control monthly expenses also is a key indicator of success.

The Latino Leadership Council notes that many BIPOC families struggle to maintain stable housing and are living in homes with over five to ten people at one time, creating an increase in unsafe conditions and an increase in the incidence of abuse, whether it be mental or physical**.** Formerly homeless families have a more challenging time finding stable employment. Without stable employment, many landlords refuse to lease to these clients as they see them at higher risk, and many of these clients lose their homes or have their utilities cut off. They note that clients often have to choose between one basic need or another; a roof over their heads, food on their plates, clean clothes or a safe environment to sleep.

Housing stability is crucial for families with children. Experiencing homelessness at any age is traumatic but experiencing it as a youth is proven to instigate a variety of potential long-term impacts such as behavioral problems, academic issues, difficulty with emotional regulation, an increase in anxiety and depression, increased risk of risky behaviors, increased risk of chronic health conditions, and lack of safety or trust in general. The National Coalition for the Homeless explains that families experiencing homelessness move frequently and every time a child must change schools, his or her education is disrupted. The organization notes that some studies report that children lose 3-6 months of education with every move. According to the National Center for Homeless Education, students experiencing homelessness are chronically absent at a rate that is at least double that of the overall student population. The report concludes with the following statement, “What homeless children need most of all is a home.”

Many families that are unhoused have difficulty accessing safe places to sleep. They may be sleeping in vehicles, staying at an emergency shelter, or spending an unsustainable amount of household income to live in a hotel room without proper food storage or cooking facilities and in some cases may be in proximity to unsafe individuals. Larger families need more space, and income often falls short of paying for housing that avoids overcrowding.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Data on the homeless population in Placer County is tracked through the Homeless Management Information System (HMIS), a federally mandated online data system for programs dedicated to serving persons experiencing or at risk of homelessness, and homeless prevention programs that receive funding as a HUD approved Continuum of Care (CoC). The HMIS collects data on the provision of housing and services to homeless individuals and families, and persons at risk of homelessness. In Placer County, the HMIS is maintained by the Homeless Resource Council of the Sierras (HRCS). HUD considers households paying more than 50% of income towards housing costs to be unsustainable and at risk of

losing their housing. Information received from service providers working with persons experiencing homelessness and other vulnerable populations is noted in the section above.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Extremely low-income households that are severely cost-burdened (paying more than 50 percent of their income for rent) are most susceptible to becoming homeless. Other populations disproportionately at risk of becoming homeless are victims of domestic violence, persons that experience generational homelessness, persons with substance use issues, those with severe mental health or chronic physical health problems, and people exiting incarceration. Victims of domestic violence, sexual assault, and sex trafficking frequently have serious mental health or substance use disorders, or criminal histories as a result of victimization have an increased risk as well.

Service providers working with at-risk and homeless households often see the return of former clients. For some, housing instability can be a cycle that is hard to break. Long-term follow up and case management is needed to help reduce recidivism. The transition from being unhoused to housed, especially for long-term, chronically homeless clients, can be isolating and jarring. Persons going through this transition have shared feelings about losing their sense of community and the stress of being bound by a lease, laws, and tenant responsibilities. Providing a space for support, questions, and connection is important, as well as case management to assist with ongoing questions and to provide a framework for being a successful tenant.

An aging population will result in seniors with special needs related to reduction in income, lifestyle changes, and declining mobility and self-care capability. Seniors on fixed incomes or limited retirement savings may need financial assistance for housing rehabilitation, accessibility improvements or supportive services to retain independence in their homes.

Discussion

The City is dedicated to fostering housing stability for the most vulnerable populations by working closely with organizations serving lower-income families and individuals to address housing cost burden. The City of Rocklin Strategic Plan prioritizes the safety, health and well-being of the community. The City partners with nonprofits, social service agencies, and the community to address the root causes of crime and social instability.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, a disproportionately greater need exists when the members of a racial or ethnic group at a given income level experience housing problems at a greater rate than the general population

at that same income level. HUD looks at four factors as indicators of housing needs: lacking a complete kitchen; lacking complete plumbing facilities; more than one person per room (or 1.5 persons for "severe" impact); and/or a housing cost burden greater than 30% of household income (or greater than 50% for "severe" impact).

The 2020 U.S. Census ACS estimates that racial composition of Rocklin households is:

- 64.4% White (46,146 households)
- 11.7% Black/African American (1,194 households)
- 0.4% American Indian/Alaskan Native (295 households)
- 11.7% Asian (8,354 households)
- 0.3% Native Hawaiian/Other Pacific Islander (192 households)
- 7.1% are of two or more races (5,064 households)
- 13.9% of Rocklin residents identify as Hispanic or Latino (9,944 households)

Analysis in sections NA-15 Disproportionately Greater Need: Housing Problems, NA-20 Disproportionately Greater Need: Severe Housing Problems, NA-25 Disproportionately Greater Need: Housing Cost Burden, and NA-30 Disproportionately Greater Need: Discussion identifies significant disparities (more than 10%) for race and ethnicity, but also looks at a comparison of White Non-Hispanic (64.4% versus all other races and Hispanic households (24.9%) which may be considered to have a reduced margin of error.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,390	345	320
White	930	250	245
Black / African American	55	0	0
Asian	155	30	60
American Indian, Alaska Native	15	0	0
Pacific Islander	15	0	0
Hispanic	150	69	14

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,310	215	0
White	1,140	185	0
Black / African American	0	25	0
Asian	29	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	135	0	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,790	720	0
White	1,370	555	0
Black / African American	30	4	0
Asian	150	99	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	150	29	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	875	920	0
White	610	825	0
Black / African American	30	0	0
Asian	105	10	0
American Indian, Alaska Native	10	4	0
Pacific Islander	0	0	0
Hispanic	95	45	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

The HUD CHAS data does not include households reporting as being of “two or more races”, which does not allow for income level comparison for this ACS race category. In addition, the very small percentages of Black/African American, American Indian/Alaskan Native, Asian and Native Hawaiian/Other Pacific Islander results in a higher margin of error.

Households at all income levels and all race and ethnicities are affected by the four HUD housing problems. However, there are populations with a significantly higher rate of occurrence of one or more housing problems than others at their same income level. As noted above, the small percentages of Black/African American, American Indian/Alaskan Native, Asian and Native Hawaiian/Other Pacific Islander may result in a higher margin of error for these races.

The data indicates that Moderate-Income households experience housing problems significantly less than households at the Extremely Low-, Very Low- and Low-Income levels. There is a disproportionate impact on Non-White race households at the lower-income levels.

Extremely Low-Income (0-30% AMI) Percent of Households Reporting One or More Housing Problems	
All Races and Ethnicities Combined	68%
White	65%
Black/African American	100%
Asian	63%
American Indian/Alaskan Native	100%
Native Hawaiian/Other Pacific Islander	100%
Hispanic	64%
All Non-White	69%

A significant percentage of Black/African American, American Indian/Alaskan Native and Native Hawaiian/Other Pacific Islander Extremely Low-Income households report having one or more housing problems at a higher rate than other races. Hispanic households report housing problems at close to the rate of all others. When added together, all non-White households experience housing problems at nearly the same rate as White households.

Very Low-Income (31-50% AMI) Percent of Households Reporting One or More Housing Problems	
All Races and Ethnicities Combined	86%
White	86%
Black/African American	0%
Asian	74%
American Indian/Alaskan Native	-
Native Hawaiian/Other Pacific Islander	-
Hispanic	100%
All Non-White	82%

No Black/African American households at the Very Low-Income level reported experiencing housing problems and there were no American Indian/Alaskan Native or Native Hawaiian/Other Pacific Islander households reported at this income level. Asian households reported housing problems significantly less. White and Non-White households reported at close to the same rate.

Low-Income (51-80% AMI) Percent of Households Reporting One or More Housing Problems	
All Races and Ethnicities Combined	71%
White	71%
Black/African American	88%
Asian	60%
American Indian/Alaskan Native	0%
Native Hawaiian/Other Pacific Islander	0%
Hispanic	84%
All Non-White	71%

Black/African American and Hispanic households at the Low-Income level reported housing problems at a significantly higher rate than other races. Asian households reported significantly less. White and all Non-White households reported at the same rate.

Moderate-Income (81-100% AMI) Percent of Households Reporting One or More Housing Problems	
All Races and Ethnicities Combined	49%
White	43%
Black/African American	100%
Asian	91%
American Indian/Alaskan Native	71%
Native Hawaiian/Other Pacific Islander	-
Hispanic	68%
All Non-White	80%

All Non-White races and Hispanic households at the Moderate-Income level report housing problems at a higher rate than White households.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD generally defines a "disproportionate need" as any need for a certain race or ethnicity that is more than ten percentage points above the need demonstrated for the total households within the jurisdiction at a particular income level. The tables below indicate the share of households by race and ethnicity that reported experiencing severe housing problems by income level, according to the 2016-2020 CHAS as reported by the U.S. Census Bureau.

According to the 2020 ACS, only 0.4% of the total population in Rocklin is American Indian/ Alaskan Native and .3% is Native Hawaiian/Other Pacific Islander. Given the low share of these populations, the estimates from the ACS and CHAS datasets for specific income levels may include relatively large margins of error.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,220	515	320
White	820	355	245
Black / African American	55	0	0
Asian	130	50	60
American Indian, Alaska Native	15	0	0
Pacific Islander	15	0	0
Hispanic	140	80	14

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	905	630	0
White	775	550	0
Black / African American	0	25	0
Asian	14	25	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	115	20	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	705	1,805	0
White	490	1,430	0
Black / African American	10	24	0
Asian	100	155	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	50	130	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	135	1,670	0
White	115	1,325	0
Black / African American	19	10	0
Asian	0	115	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	0	140	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Very few Moderate-Income households (7%) experience severe housing problems compared to households at the Extremely Low-, Very Low- and Low-Income levels (59%, 59% and 28%, respectively).

Hispanic Extremely Low-, Very Low- and Low-Income household experience severe housing problems at a disproportionately higher rate than non-Hispanic White households at the same income levels (56% and 44% respectively. Non-White race households at the Extremely Low-, Very Low- and Low-Income levels experience severe housing problems at a higher rate than White households, but the variance is slightly less than the 10% difference that HUD considers to be significant (44% and 52%, respectively).

Extremely Low-Income (0-30% AMI) Percent of Households Reporting Severe Housing Problems	
All Races and Ethnicities Combined	59%
White	58%
Black/African American	100%
Asian	54%
American Indian/Alaskan Native	100%
Native Hawaiian/Other Pacific Islander	100%
Hispanic	60%
All Non-White	64%

A significant percentage of Black/African American, American Indian/Alaskan Native and Native Hawaiian/Other Pacific Islander Extremely Low-Income households report experiencing severe housing problems at a higher rate than other races. Hispanic households report housing problems at close to the rate of all others. When added together, all non-White households experience housing problems at nearly the same rate as White households.

Very Low-Income (31-50% AMI) Percent of Households Reporting Severe Housing Problems	
All Races and Ethnicities Combined	59%
White	58%
Black/African American	0%
Asian	36%
American Indian/Alaskan Native	-
Native Hawaiian/Other Pacific Islander	-
Hispanic	85%
All Non-White	65%

No Black/African American households at the Very Low-Income level reported experiencing severe housing problems and there were no American Indian/Alaskan Native or Native Hawaiian/Other Pacific Islander households reported at this income level. Asian households reported severe housing problems significantly less. Non-White households reported severe housing problems at a higher rate than White households, but the difference was not a significant amount.

Low-Income (51-80% AMI) Percent of Households Reporting Severe Housing Problems	
All Races and Ethnicities Combined	28%
White	26%
Black/African American	29%
Asian	39%
American Indian/Alaskan Native	0%
Native Hawaiian/Other Pacific Islander	-
Hispanic	28%
All Non-White	34%

Asian households at the Low-Income level reported severe housing problems at a significantly higher rate than other races. No American Indian/Alaskan Native households reported a severe housing problem and there were no Native Hawaiian/Other Pacific Islander households at this income level. Non-White households reported severe housing problems higher than White households, but the difference was not a significant amount.

Moderate-Income (81-100% AMI) Percent of Households Reporting Severe Housing Problems	
All Races and Ethnicities Combined	7%
White	8%
Black/African American	66%
Asian	0%
American Indian/Alaskan Native	0%
Native Hawaiian/Other Pacific Islander	-
Hispanic	0%
All Non-White	6%

Black/African American households report severe housing problems at a far more significant rate than other races. Due to the very small number of households in this category, the margin of error is fairly high. All other races and Hispanic households at the Moderate-Income level report severe housing problems at a higher rate than White households.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

HUD considers households paying more than 30% of their income towards housing costs to be experiencing a housing cost burden. Those paying in excess of 50% of household income are considered to be severely cost burdened. Severe cost burden is a significant factor leading to housing instability and an increased risk of homelessness. In Rocklin, 34% of households meet the HUD definition of cost burdened and 14% are severely cost burdened.

The 2020 U.S. Census ACS estimates that racial composition of Rocklin households is:

- 64.4% White (46,146 households)
- 11.7% Black/African American (1,194 households)
- 0.4% American Indian/Alaskan Native (295 households)
- 11.7% Asian (8,354 households)
- 0.3% Native Hawaiian/Other Pacific Islander (192 households)
- 7.1% are of two or more races (5,064 households)
- 13.9% of Rocklin residents identify as Hispanic or Latino (9,944 households)

The HUD CHAS data in the tables below does not include households reporting as being of two or more races. This may affect direct comparison with the ACS percentages noted above. In addition, the very small percentages of Black/African American, American Indian/Alaskan Native, Asian and Native Hawaiian/Other Pacific Islander results in a higher margin of error.

The analysis below identifies a significant disparity as experiencing housing cost burden at a rate that is 10% more than other races or ethnicity. There is also a comparison of White Non-Hispanic (64.4% of the population) versus all other races and Hispanic households (28%) which may be considered to have a reduced margin of error.

Housing Cost Burden

Housing Cost Burden	Households paying less than 30% of income	Households paying 30-50% of income	Households paying more than 50%	No / negative income (not computed)
Jurisdiction as a whole	14,075	4,335	2,940	315
White	10,905	3,385	2,230	245
Black / African American	235	50	80	0
Asian	1,135	355	255	60
American Indian, Alaska Native	44	50	15	0
Pacific Islander	0	10	15	0
Hispanic	1,375	315	280	14

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

Hispanic	30%	14%
All Non-White	33%	15%

White, Asian, and Hispanic households experience housing cost burden at approximately the same rate as the total population. American Indian/Alaskan Natives and Native Hawaiian/Other Pacific Islanders experience housing cost burden at a significantly higher rate than other races. White and Non-White households are affected by housing cost burden at a similar rate.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Analysis of the data included in sections NA-15, NA-20 and NA 25 reveal that there are racial and ethnic groups that encounter housing problems at a higher rate than the Rocklin population as a whole. However, the relatively small number of Black/African American, American Indian/Alaskan Native, Asian and Native Hawaiian/Other Pacific Islander households may result in a higher margin of error for these races.

By far, the most significant problem is housing cost burden. Housing cost burden affects all races and ethnicities at the Extremely Low-, Very Low- and Low-Income levels. The data suggests that American Indian/Alaskan Natives and Native Hawaiian/Other Pacific Islanders experience housing cost burden at a significantly higher rate than other races.

A significant percentage of Black/African American, American Indian/Alaskan Native and Native Hawaiian/Other Pacific Islander Extremely Low-Income households report having one or more housing problems and severe housing problems at a higher rate than other races.

If they have needs not identified above, what are those needs?

Housing needs are noted above with housing cost burden being the most common, and most severe need. HUD defines and affordable housing cost as no more than 30% of household income. Approximately 34% of Rocklin households pay more than 30% of household income toward housing costs. HUD considers households paying in excess of 50% of household income toward housing costs to be experiencing a severe housing cost burden. In Rocklin, 14% of households report paying more than half of their income towards housing costs which can lead to housing instability and becoming at risk of homelessness. The stock of affordable housing in Rocklin is not sufficient to meet the needs of many lower-income households.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The HUD CPD Mapping Tool does not indicate areas of concentration for Black/African American, American Indian/Alaskan Native or Native Hawaiian/Other Pacific Islander households.

NA-35 Public Housing – 91.205(b)

Introduction

The City of Rocklin is served by two housing authorities, the Roseville Housing Authority and the Placer County Housing Authority. There are no public housing units located in Rocklin, however the housing authorities administer the HUD funded Housing Choice Voucher program. Housing Choice Vouchers extend rental subsidies to Extremely Low- and Very Low- Income households, including families, seniors and the disabled. The program offers a voucher that pays the difference between the Payment Standard (usually based on a percentage of the current HUD fair market rent amount) and what a tenant can afford to pay (30% of household income). The voucher allows a tenant to choose housing that costs above the payment standard, providing the tenant pays the extra cost.

There are currently 395 Rocklin households assisted through the HUD Housing Choice Voucher Program. The Roseville Housing Authority provides assistance to 284 families and the Placer Housing Authority assists 111. The need for rental assistance far outweighs the amount of assistance available. Combined, the housing authorities currently have 331 households on their waiting lists in need of assistance. The City of Rocklin 2021-2029 Housing Element includes an objective to provide housing authority referrals to households in need of housing assistance and to encourage property owners to accept Housing Choice Voucher assistance.

Tables 22 through 25 provide combined information from both housing authorities serving the City of Rocklin.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	395	0	376	26	3	12

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: Roseville Housing Authority and Placer County Housing Authority

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income				$15,907		$16,734	$15,889	$7,088
Average length of stay				5		5		
Average Household size				1.5		1.5	1	1.5
# Homeless at admission				41		27	19	2
# of Elderly Program Participants (>62)				141		138	9	0
# of Disabled Families				179		172	12	2
# of Families requesting accessibility features				0		0		0
# of HIV/AIDS program participants				0		0	0	0
# of DV victims				0		0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: Roseville Housing Authority and Placer County Housing Authority

Race of Residents

	Program Type								
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White				348		329	25	3	9
Black/African American				17		17	1	0	1
Asian				10		10	0	0	0

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
American Indian/Alaska Native				10		10	0	0	2
Pacific Islander				2		2	0	0	0
Other				1		1	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Race of Public Housing Residents by Program Type

Data Source: Roseville Housing Authority and Placer County Housing Authority

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic				44		43	2	0	4
Not Hispanic				351		333	24	3	8

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: Roseville Housing Authority and Placer County Housing Authority

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Roseville Housing Authority and the Placer County Housing Authority do not own or operate any public housing units and therefore do not keep a waiting list for accessible units. However, they do administer the Housing Choice Voucher rental assistance program. The housing authorities act in accordance with federal regulations as they relate to persons with disabilities, up to and including a fair, thorough, and accessible reasonable accommodations request process. Private owners participating in the voucher program are expected to understand and comply with all federal, state, and local laws as they relate to nondiscrimination and accessibility for persons with disabilities.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders How do these needs compare to the housing needs of the population at large

There are no public housing units in Rocklin.

To qualify for the Housing Choice Voucher program, applicants must be very low-income (at or below 50% of AMI). As indicated by the average income information above, the vast majority of new admissions to the program are extremely low-income families (at or below 30% of AMI). Families at this income level have difficulty meeting their basic needs even with the assistance of the voucher program. Housing Authority staff are well-versed in available resources and frequently refer voucher holders to other community organizations. In addition, both the Placer County and the Roseville Housing Authority offer the Family Self-Sufficiency (FSS) program to help voucher holders augment their education, find employment, build assets, and achieve economic independence.

Many voucher holder families have a disabled family member or are elderly households. These households may have an increased need for accessibility of housing and public spaces to accommodate wheelchairs and other physical disabilities, need for meals on wheels or other meal services, or may need for transportation services to maintain an independent living situation.

Discussion

Based on the extended waiting lists of the two housing authorities, it is evident that additional rental assistance and affordable housing units are needed for extremely low- and very low-income Rocklin residents.

The Placer Housing Authority and the Roseville Housing Authority administer Veterans Affairs Supportive Housing (VASH) vouchers. HUD-VASH is a collaborative program that pairs HUD Housing Choice Voucher (HCV) rental assistance with Veterans Affairs case management and supportive services. These services are designed to help homeless Veterans and their families obtain permanent housing and access the health care, mental health treatment, and other supports necessary to help them improve their quality of life and maintain housing over time.

The housing authorities also administer Mainstream Vouchers that are dedicated to households with a member who is 18-61 years and that has a disability. The disabled household member must be

transitioning out of institutional or segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.

Family Unification Program (FUP) Vouchers are for families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child or children in out-of-home care, or the delay in the discharge of the child or children to the family from out-of-home care. Youths who have left foster care and are between 18 and 24 years of age may also use FUP Vouchers.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

There are many ways of defining homelessness and there are many differing aspects of homelessness. This section of the Consolidated Plan uses the following HUD definitions:

HUD uses the term “Literally Homeless” to define an individual or family that lacks a fixed, regular, and adequate nighttime residence. The term “homeless” in this plan refers to persons meeting the *Literally Homeless* definition. This includes:

- Persons with a primary nighttime residence that is a public or private place not meant for human habitation.
- Persons living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); and
- Persons exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

HUD also uses the following terms to describe the type of homelessness a person or family is experiencing:

- *At Imminent Risk of Homelessness* - an individual or family that will imminently lose their primary night-time residence within 14 days and no subsequent residents has been identified, and that lacks the resources to gain permanent housing.
- *Chronically Homeless* - persons with a disabling condition or a family with a head of household that has a disabling condition, and the individual or family has been either continually homeless for one year or more and/or has experienced four or more episodes of homelessness within the past three years.
- *Unsheltered Homeless* - persons living outside, in cars, or other places not meant for human habitation.
- *Sheltered Homeless* - persons living in emergency shelters, motels paid for by an agency, or transitional housing.

Not included in this definition, and in the homeless count data listed below, are households temporarily living with family or friends (doubled up or couch surfing), households living in permanent supportive housing or receiving Rapid Rehousing assistance, and those in institutions (jails, foster care, or hospitals).

The Homeless Resource Council of the Sierras (HRCS) is a nonprofit organization serving as the "collaborative applicant" and “administrative entity” for two Continuums of Care (CoCs) including the Roseville/Rocklin/Placer County CoC (CA-515). HRCS promotes a community-wide

commitment to the goal of ending homelessness. The CoC is a broad-based coalition of homeless housing and shelter providers, consumers, advocates, and government representatives working together to develop strategies and approaches for addressing homelessness. As the Administrative Entity for the CoC, HRCS acts as a pass-through or clearinghouse of federal and state homeless funding sources and maintains data regarding persons experiencing homelessness in Placer County. This data is tracked through the Homeless Management Information System (HMIS), a federally mandated online data system for all dedicated homeless and homeless prevention programs that receive funding as a HUD approved Continuum of Care (CoC). The HMIS collects data on the provision of housing and services to homeless individuals and families, and persons at risk of homelessness.

HRCS also leads the HUD required Homeless Point-in-Time (PIT) Count and annual Housing Inventory Count (HIC). Although HUD requires completion of a PIT Count every other year, HRCS conducts an annual count. It should be noted that while the PIT Count provides useful data for comparisons over time, the PIT only identifies the number of persons experiencing homelessness on a single night. Over the period of a year, many individuals and families will cycle in and out of homelessness. The total number of persons experiencing homelessness over a one-year period will be much greater than the number reported for the one night of the PIT Count. Per HUD direction, the PIT is conducted during the last 10 days of January. The 2024 PIT Count reports that the number of persons experiencing homelessness in Placer County decreased from 750 in 2022 to 702 in 2024, a reduction of 6%. Unsheltered homelessness decreased from 408 to 366 (-10%) over the same period. The 2024 PIT identified a total of 39 persons experiencing homelessness in the City of Rocklin, of which 32 were unsheltered and 7 were sheltered.

While the total number of homeless decreased, the number of chronically homeless in Placer County increased slightly from 256 to 261 (2%) over the past two years. However, the number of chronically homeless that were unsheltered decreased from 158 to 141 (-11%) over the same period.

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	8	69	29	37	254
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	24	7	36	15	19	263
Chronically Homeless Individuals	3	2	18	7	9	365
Chronically Homeless Families	0	0	0	0	0	365
Veterans	0	2	3	1	1	262
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Data Source Comments: 2024 Placer County PIT Count

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Not applicable.

For persons in rural areas who are homeless or at risk of homelessness, describe the nature and extent of unsheltered and sheltered homelessness with the jurisdiction:

Not applicable.

Nature and Extent of Homelessness: (Optional)

Race:	**Sheltered:**	**Unsheltered (optional)**
White	5	17
Black or African American	0	7
Asian	0	1
American Indian or Alaska Native	0	0
Pacific Islander	2	1
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	1
Not Hispanic	7	31

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The 2024 Placer County PIT Count identified two Rocklin families with children. Both were living unsheltered. Neither family agreed to participate in a survey so there is no data available relating to their specific situations or their needs.

The PIT Count found 45 Homeless Veterans in Placer County, of which two were living in Rocklin. They both stated they had only recently become homeless and did not meet the HUD definition of Chronically Homeless. Both were single men without families, were long-time residents of Placer County and both were unsheltered.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Due to the small numbers of homeless persons in the City of Rocklin, there may be a significant margin of error when looking at racial and ethnic groups. In general, most persons experiencing homelessness in Rocklin are White and Non-Hispanic, with Black and Non-Hispanic being the second largest group. Black and Non-Hispanic individuals are more likely to experience Unsheltered Homelessness than other racial or ethnic groups.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The seven Sheltered individuals noted in the PIT Count reside in units operated by AMI Housing (AMIH). AMIH provides housing and services for persons at imminent risk of or experiencing homelessness. Most of their clients have a mental illness or other debilitating disabilities. AMIH estimates 1,936

households in Placer County include a person with a disability and are in need of assistance to remain stably housed.

The majority of Homeless individuals in Rocklin are living Unsheltered. To move towards housing stability, these individuals and families may require case management; housing navigation (assistance with locating appropriate housing); financial assistance for application fees, deposits, security deposits, monthly rental assistance and utility deposits; household furnishings; food; transportation; mental or physical health treatment; substance use treatment; or other services.

Discussion:

Agencies providing services to persons experiencing or at risk of homelessness indicate that the primary barrier to housing security for vulnerable households in Placer County is the high cost of rent and lack of affordable housing. The following issues were identified as additional barriers:

- Insufficient income for households living on Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).
- Shortage of housing assistance vouchers and subsidized housing.
- Limited housing options for persons with disabilities.
- Need for permanent supportive housing for persons that need case management or services to maintain housing stability.
- Generational homelessness (experienced homelessness with parents).
- Need for more treatment and/or assistance for persons with mental health issues, substance use disorder, or developmental disability.
- Limited services and housing that meets the needs of persons with chronic health conditions and/or disabilities.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

There are many individuals in need of special housing types such as supportive housing, group homes, or other alternative housing opportunities matched with services to enable them to live independently and avoid homelessness or institutionalization. These individuals include the elderly; persons with physical, mental, or developmental disabilities; persons with HIV/AIDS; victims of domestic violence; children leaving group homes or aging out of foster care; agricultural workers; and persons under the influence of substance use. The following is a brief analysis of the needs of these subpopulations. The facilities and services available to these subpopulations are discussed in greater detail in the Housing Market Analysis section of this Plan.

Describe the characteristics of special needs populations in your community:

Elderly

According to the 2022 ACS, there were 4,254 elderly persons living in Rocklin, defined as those over the age of 65. Of those individuals, 1,688 were over the age of 75. Households with at least one elderly member comprise over half of Rocklin households living at or below the Very Low-Income (VLI) limit at or below 50% AMI. The Placer County 2024 Homeless Point-in-Time Count found 37 individuals aged 65 and older living unsheltered on the night of January 23, 2024.

Frail Elderly

Frail elderly is defined as an elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework. According to the 2022 ACS, there were 1,480 elderly Rocklin residents who are likely considered frail because they are age 65 or older and have a disability. Service providers identify the need for assistance with Activities of Daily Living (ADL), appropriate housing, and senior housing units.

Adults with Disabilities

The 2023 5-year ACS estimates a total of 7,235 Rocklin residents are living with a disability. The American Association on Intellectual and Developmental Disabilities (IDD) defines IDD as a condition characterized by significant limitations in both intellectual functioning and adaptive behavior that originates before the age of 22.

The Placer County Department of Health and Human Services (HHS) provides assistance to persons with a disability of all ages. The HHS Full-Service Partnership (FSP) program provides intensive services to individuals with a serious mental illness. A review of FSP data from 2020 revealed that 42 FSP participants were aged 60 years or older, one of whom was homeless, and one was homeless but sheltered.

Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking

Domestic violence is emotionally, physically, and financially devastating for victims and their families. Stand Up Placer estimates that there are 200 families of survivors in Rocklin and approximately 75% of families fleeing are already homeless or have been made so by their choice to flee the violence.

Agricultural Workers

The research article *Employment and Earnings of California Farmworkers in 2015* by U.C. Davis and the California Employment Development Department identified approximately 1,500 agricultural workers whose highest earning job the previous year was located in Placer County.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly
Elderly households may have an increasing need for accessibility of housing and public spaces to accommodate wheelchairs and other physical disabilities, need for meals on wheels or other meal services, and need for transportation services.

Rising housing costs compounded by insufficient retirement income, illness, or job loss can quickly result in homelessness for low-income seniors. Housing stability for these households relies on the availability of affordable housing, preferably housing that accommodates the needs of residents as they age.

Frail Elderly
The needs of the frail elderly include those of the elderly listed above, in addition to other services such as in-home aids or living situations that provide medical support.

Adults with Disabilities
The Agency on Aging Area 4 (AAA4) serves aging adults (60+), adults with disabilities, and the people who care for them in seven counties: Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba. AAA4 oversees in-house programs as well as contracts with about 30 different organizations to provide services for older adults and caregivers in the seven-county region. Service providers emphasize the need for Permanent Supportive Housing, landlord incentives, assistance with Activities of Daily Living (ADL), case management, appropriate housing, dedicated housing units, and senior housing units.

Rocklin residents with IDD are served by the Alta California Regional Center located in Sacramento, CA. They may struggle with conceptual skills such as language and literacy; money, time, and number concepts; and self-direction or with social skills including interpersonal skills, social responsibility, self-esteem, gullibility, and the ability to follow rules or obey laws and to avoid being victimized. Practical skills can also be a challenge. Activities of daily living (personal care), occupational skills, healthcare, travel or transportation, schedules and routines, safety, use of money, use of the telephone can be difficult for some individuals.

Alta Regional demonstrates that early intervention, appropriate education and support as an adult allows individuals with IDD to live a satisfying, meaningful, productive, independent, and integrated life

in the community. However, parents with children that are approaching adulthood with a developmental disability report that appropriate housing settings are scarce and difficult to find. They voice concern that they are aging and are concerned about what would happen to their adult disabled children if they die or become unable to care for their children. They are asking for more housing coupled with supportive services providing independence for persons with developmental disabilities. Additional beds are needed in group homes for those who are more severely disabled.

The HHS Full-Service Partnership (FSP) program provides intensive services to individuals with a serious mental illness. Services include crisis residential treatment and rent subsidies. Additional permanent supportive housing for persons with mental health issues is needed to foster housing stability.

Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking
Stand Up Placer is a non-profit community-based organization dedicated to empowering Placer County survivors of domestic violence, sexual assault, and human trafficking to heal from the trauma and create new lives of strength and self-sufficiency. They note that approximately 75% of families fleeing are already homeless or have been made so by their choice to flee the violence. Stand Up Placer estimates that there are 200 families of survivors in Rocklin, of which approximately 150 are in need of housing assistance. Most will need mental health services. Many leave without basic necessities such as clothing and will need furniture and household goods to start over in a new home.

Agricultural Workers
Most Agricultural workers find it difficult to secure full-time employment throughout the year, which limits earning potential. The 2023 ACS identifies the median income for agricultural work as $37,276, which is 33% of the median Placer County income of $113,900. Agricultural workers seeking housing in Rocklin need highly subsidized units affordable to extremely low-income households.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Persons living with HIV or AIDS often are at risk of losing their housing due to increased medical costs or due to limited income or reduced ability to keep working due to illness. Stable housing allows persons living with HIV/AIDS treatment to access comprehensive healthcare and adhere to complex HIV/AIDS drug therapies.

The Sacramento/Roseville/Arden Arcade Metropolitan Statistical Area (MSA) covers the counties of El Dorado, Placer, Sacramento and Yolo. The California HIV Surveillance Report published on February 8, 2024 by the State of California Department of Public Health states that in 2022, there were 5,877 persons living with diagnosed HIV infection within the MSA. Of those individuals, 4,605 were in care and 4,048 had achieved viral suppression. The HIV.gov website defines viral suppression and explains that viral suppression helps to keep persons diagnosed with HIV healthy and prevents transmission. It means that an individual's viral load is so low that it cannot be detected by standard lab tests.

The report does not provide more detailed information by MSA or by county. However, it does provide information on disparities of impact for the State of California. Among racial and ethnic groups, Black/African Americans were found to be the most disproportionately affected by HIV. Infection rates are higher and the percentage of persons achieving viral suppression is lower than all other racial or

ethnic groups. The report notes that Latinx also have proportionately higher rates of HIV diagnoses and lower viral suppression than the general population.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

The City of Rocklin is not a Participating Jurisdiction (PJ) for the receipt of HOME funding from HUD.

Discussion:

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:
Although there are Public Facilities needs in the City of Rocklin, they were not determined to be a priority during the 2025-2029 planning period.

How were these needs determined?

The City conducted a community needs survey, three public meetings, consultations with service providers and held a discussion with the City Council of the City of Rocklin. Comments received from these outreach efforts were combined with analysis of CHAS and other available data, reports and plans to determine the need for public facilities in the City of Rocklin.

Describe the jurisdiction's need for Public Improvements:
The City has identified barriers to pedestrian safety and accessibility located in census tracts and census block groups that are eligible for CDBG funding based on the percentage of low- and moderate-income residents.

How were these needs determined?

Improvements to public infrastructure was noted as a high need in the Community Needs Survey. The City of Rocklin was determined to be an Exception Grantee for program year 2024 (July 1, 2024 through June 30, 2025). Projects serving census tracts and block groups with 41.5% or more LMI residents may qualify for Area Benefit. Exception Grantee status may change each year, depending on HUD income estimate calculations. Public Improvements serving the following areas may be eligible for CDBG funding.

2024 Eligible Census Tracts:

Census Tract	Low/Mod Percentage
211.03	44.38%
211.08	45.90%
211.29	44.31%
211.30	44.77%

2024 Eligible Block Groups:

Census Tract	Block Group	Low/Mod Percentage
211.03	4	47.00%
211.03	3	58.00%
211.08	2	45.80%
211.08	1	46.40%
211.09	2	42.50%
211.29	2	50.00%
211.30	1	41.50%
211.30	2	46.30%
211.31	3	48.10%
212.03	1	51.70%
213.23	2	60.20%

The City conducted a community needs survey, three public meetings, consultations with City Public Works Department staff and held a discussion with the City Council of the City of Rocklin. Comments received from these outreach efforts were combined with analysis of CHAS and other available data, reports and plans to determine the need for improvements to public infrastructure in the City of Rocklin.

Describe the jurisdiction's need for Public Services:

Based on citizen participation and consultations, the most significant public services needs in Rocklin are services for low- and moderate-income youth and seniors; food and nutrition assistance; and services for victims of domestic violence, sexual assault and trafficking.

How were these needs determined?

The City conducted a community needs survey, three public meetings, consultations with service providers and held a discussion with the City Council of the City of Rocklin. Comments received from these outreach efforts were combined with analysis of CHAS and other available data, reports and plans to determine the need for public services in the City of Rocklin.

Housing Market Analysis

MA-05 Overview

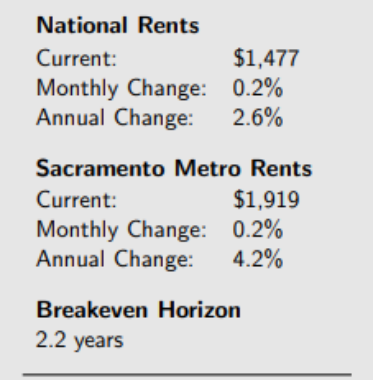
Rocklin, CA, offers a variety of housing options catering to different preferences and budgets. You can find single-family homes ranging from modest, mid-century houses to contemporary, upscale residences in newer developments. The city also features a selection of townhomes and condominiums, offering more compact living spaces often equipped with modern amenities suitable for young professionals or those seeking lower maintenance options. Additionally, there are rental apartments, appealing to those not ready to buy, with choices from budget-friendly complexes to luxury units. The housing landscape is complemented by family-friendly neighborhoods with parks and schools, as well as retirement communities that often provide amenities and services tailored to active seniors.

Analysis of housing trends in the United States as well as local real estate market reports from Zillow, Redfin, California Association of Realtors and the National Association of Realtors showed Rocklin, CA, experienced notable fluctuations from 2020 to 2024. The median sales price started at $662,000 in 2020, then decreased slightly to $629,000 in 2021. This was followed by an increase in 2022, with the median price reaching $637,200 as buyers were drawn to Rocklin's appealing community and its proximity to larger metropolitan areas. By 2023, the market peaked with a median price of $820,000, driven by local economic conditions and broader national trends in real estate appreciation. However, by October 2024, the market experienced an adjustment, with the median price decreasing to $747,444. This correction could be attributed to factors such as changes in interest rates, a balance between supply and demand, or broader economic conditions impacting buyer capacity. Overall, this period reflects a dynamic and resilient housing market, adapting to both local and macroeconomic pressures.

Since 2020, Rocklin, CA, has seen considerable housing development aimed at accommodating its growing population and evolving market demands. The city has focused on expanding residential areas, with new single-family home communities and mixed-use developments emerging. Projects often include features like parks, trails, and community centers to enhance livability. These developments reflect a mix of high-density housing like townhomes and condos, catering to diverse demographics including young professionals and retirees seeking lower maintenance living. Additionally, some developments are part of master-planned communities, emphasizing sustainability, modern amenities, and integration with Rocklin’s scenic environment. The city has been balancing growth by maintaining its community-oriented charm, ensuring infrastructure and schools progress alongside residential expansions.

The housing rental market in Rocklin, CA, has evolved over recent years, driven by factors such as population growth, economic shifts, and changing housing preferences. With its desirable location near Sacramento and quality local amenities, Rocklin attracts a diverse range of renters, from young professionals to families and retirees. The rental options include a variety of choices from apartments and townhomes to single-family houses, accommodating different lifestyle needs.

As home prices have risen, renting has emerged as an appealing and often essential choice for many residents who wish to experience Rocklin's community advantages without committing to homeownership. This heightened demand for rental housing has influenced the median rental prices. The rental market was quite volatile in 2023, experiencing some rapid increases in rental rates, but it became more stable in 2024. Despite this stabilization, rental rates remain elevated due to the low supply compared to the high demand.



Between 2020 and 2023, Rocklin, CA experienced continued residential development, reflecting its growth as a desirable suburban area within the Sacramento metropolitan region. Projects during this period included a mix of single-family homes, townhouses, and apartment complexes, catering to various demographic groups attracted to Rocklin's community amenities, schools, and proximity to employment centers. The city has been focusing on enhancing infrastructure and services to support this growth, while maintaining open spaces and recreational areas. This development trend has been part of broader efforts to manage population influx and economic expansion in the region.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Rocklin, CA, offers a variety of housing options catering to different preferences and budgets Single-family homes range from modest, mid-century houses to contemporary, upscale residences in newer developments. The city also features a selection of townhomes and condominiums, offering more compact living spaces often equipped with modern amenities suitable for young professionals or those seeking lower maintenance options. Additionally, there are rental apartments, appealing to those not ready to buy, with choices from budget-friendly complexes to luxury units. The housing landscape is complemented by family-friendly neighborhoods with parks and schools, as well as retirement communities that often provide amenities and services tailored to active seniors.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	16,940	71%
1-unit, attached structure	725	3%
2-4 units	1,135	5%
5-19 units	3,160	13%
20 or more units	1,420	6%
Mobile Home, boat, RV, van, etc.	510	2%
Total	***23,890***	***100%***

Table 1 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	**%**	**Number**	**%**
No bedroom	35	0%	400	5%
1 bedroom	50	0%	1,950	26%
2 bedrooms	1,495	10%	2,540	34%
3 or more bedrooms	13,770	90%	2,670	35%
Total	***15,350***	***100%***	***7,560***	***100%***

Table 2 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Federal funds are used to assist individuals that are low-to-moderate income, depending on the funding source. According to City of Rocklin's 2021-2029 Housing Element, there are currently 1,097 units of housing that are being assisted with public funds. These units are occupied by low-income families, seniors, and individuals with disabilities.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Of the 1,097 assisted units, ninety-eight (98) are at risk of converting to market rate between 2025 and 2035. The risks are the result of restrictive covenants expiring on units assisted with Section 202, Section 236(j)(1) and bond funding.

Does the availability of housing units meet the needs of the population?

According to the United States Census Bureau, the City of Rocklin is home to 26,124 households. There are reported 23,890 units of housing available in Rocklin, leaving a deficit in the housing stock of approximately 2,234 housing units.

Describe the need for specific types of housing:

According to the city's 2021-2029 Housing Element, there are severe deficiencies in units that are affordable to low-income individuals, larger family rental units and accessible units for individuals with a disability.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Of the 1,097 assisted units, ninety-eight (98) are at risk of converting to market rate between 2025 and 2035. The risks are the result of restrictive covenants expiring on units assisted with Section 202, Section 236(j)(1) and bond funding.

Does the availability of housing units meet the needs of the population?

According to the United States Census Bureau, the City of Rocklin is home to 26,124 households. There are reported 23,890 units of housing available in Rocklin, leaving a deficit in the housing stock of approximately 2,234 housing units.

Describe the need for specific types of housing:

According to the City's 2021-2029 Housing Element, there are severe deficiencies in units that are affordable to low-income individuals, larger family rental units and accessible units for individuals with a disability.

Discussion

The Sacramento Area Council of Governments (SACOG) met on March 19, 2020 and developed a Regional Housing Needs Plan. Within this plan is the Regional Housing Needs Assessment that is used to develop housing goals for each community. Rocklin's RHNA is a total of 5,661 new units between 2021-2029. Seventeen percent (17%) of the new units will be targeted at extremely low-income individuals making less than thirty percent (30%) of the county area median income. Seventeen percent (17%) of the new units are targeted at very low-income individuals making 31-80% of AMI. Fourteen percent (14%) of the new units will be targeted to individuals between 81-120% AMI and the remaining thirty-

two percent for individuals above 120% AMI. These RHNA numbers are targets to ensure that adequate sites and zoning are made available to address anticipated housing demands during the 2021-2029 planning period.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction:

An analysis of the housing market in Rocklin provides critical insights into the dynamics of housing affordability and accessibility within this rapidly growing city. Known for its quality of life, strong educational institutions, and strategic location within the Sacramento metropolitan area, Rocklin has experienced significant changes in its housing landscape. The cost of housing has become a focal point of concern for both prospective homeowners and renters, as prices have risen in response to increased demand and limited supply. This section delves into the factors influencing housing costs in Rocklin, examining trends in home prices, rental rates, and the availability of affordable housing options. By understanding these elements, stakeholders can better address the challenges and opportunities present in Rocklin's housing market, ultimately contributing to more sustainable and inclusive community development.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	352,300	513,600	46%
Median Contract Rent	1,215	1,572	29%

Table 3 - Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	660	8.7%
$500-999	870	11.5%
$1,000-1,499	1,945	25.7%
$1,500-1,999	2,515	33.3%
$2,000 or more	1,560	20.6%
Total	***7,550***	***99.8%***

Table 4 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	530	No Data
50% HAMFI	945	184
80% HAMFI	2,610	488
100% HAMFI	No Data	1,027
Total	***4,085***	***1,699***

Table 5 - Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent (2025)	1,678	1,777	2,206	2,992	3,455
High HOME Rent (2024)	1,323	1,418	1,703	1,959	2,166
Low HOME Rent (2024)	1,032	1,105	1,326	1,532	1,710

Table 6 – Monthly Rent

Data Source Comments: HUD FMR and HOME Rents Sacramento Roseville, Arden, Arcade HUD Metro FMR Area

Is there sufficient housing for households at all income levels?

In Rocklin, CA, the increasing population and economic growth have led to a heightened demand for diverse housing options. There is a notable need for affordable housing to accommodate lower- and middle-income families, as well as young professionals and seniors. Additionally, more multifamily units, such as apartments and town homes, are sought after to provide alternative living arrangements and reduce the pressure on single-family homes, reflecting the trend towards modern, compact living environments. Ensuring that housing developments incorporate affordable options while maintaining community amenities and accessibility will be crucial in addressing the evolving housing needs in Rocklin.

The city has recognized the pressing need for affordable housing solutions. For instance, the Vicara at Whitney Ranch project has provided 264 low-income condominiums with 2 and 3-bedroom units, ensuring affordability through resale restrictions that last for 30 years. This initiative is part of a broader strategy to address the housing affordability crisis in the region.

In addition to affordable options, there is a national growing interest in multifamily units such as apartments and townhomes. These types of housing are increasingly sought after as they offer alternative living arrangements that can alleviate the pressure on single-family homes. This shift reflects a broader trend towards modern, compact living environments, which are particularly appealing to younger demographics and those looking for more flexible housing solutions.

As Rocklin continues to develop, it is crucial that new housing projects incorporate affordable options while also maintaining essential community amenities and ensuring accessibility. This approach will be vital in meeting the evolving housing needs of the community and fostering a diverse and inclusive environment for all residents.

In summary, addressing the housing demands in Rocklin requires a multifaceted strategy that includes the development of affordable housing, the promotion of multifamily living options, and the integration of community resources to support a growing and diverse population.

How is affordability of housing likely to change considering changes to home values and/or rents?

According to the U.S. Census Bureau, Rocklin has seen .773% increase in population since 2020 and it is projected to increase over the next five years. Demographics studies and local planning initiatives indicate a steady growth trend due to factors such as its attractive quality of life, proximity to Sacramento and economic development. This increase in population will in turn lead to increased need for housing. As the City is already showing a housing shortfall of approximately 3,016 units, housing shortfall of approximately 2,234 units, this increased need will lead to increased cost of housing. These increases impact both homeownership and the rental market.

While specific projections for housing cost increases in Rocklin, CA, can vary based on market conditions, historical trends, and economic factors, experts generally anticipate moderate increases in home prices over the next five years. Factors such as demand for housing, interest rates, and local economic growth will influence these costs. Typically, annual increases in California housing markets range from 3% to 5%, but in competitive areas like Rocklin, it could be higher.

How do HOME Rents / Fair Market Rents compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The current rental landscape in Rocklin, with the median rent for a one-bedroom apartment at $1,800 to $2,000, contrasted with the HOME High rent limit of $1,418 and a projected fair market rent of $1,777 for 2025, underscores a significant affordability gap. This disparity highlights the urgent need for strategies aimed at producing or preserving affordable housing. The City has implemented initiatives like increasing funding for affordable housing projects to meet the needs of low-income households, implementing inclusionary housing policies that require a percentage of new developments to be affordable, and leveraging public-private partnerships to create more low-income units. Understanding these metrics ensures that strategies are underpinned by data, addressing both current and anticipated housing needs and enabling better alignment with federal, state, and local resources.

Discussion:

Rocklin, CA, is experiencing population growth and economic development, driving an increased demand for diverse housing options, particularly affordable housing for lower- and middle-income families, young professionals, and seniors. With a 0.773% population increase since 2020 and projections for continued growth, the city faces a housing shortfall of approximately 3,016 units, which is likely to escalate housing costs for both ownership and rentals. The median rent for a one-bedroom apartment ranges from $1,800 to $2,000, significantly above the HOME High rent limit of $1,418 and the projected fair market rent of $1,777 for 2025, indicating a critical affordability gap. To address these challenges, the city may consider strategies such as increasing funding for affordable housing, implementing inclusionary housing policies, and exploring community land trusts or rent stabilization measures. Tailoring these initiatives based on local data will be essential in meeting the evolving housing needs of Rocklin and ensuring alignment with available resources.

Community resources typically encompass a wide range of services including education, childcare, healthcare services, housing and social services, transportation, economic resources, safety and legal services, community cents, faith-based organizations, and other community groups that provide social support.

Number of units shortfall was calculated from data in the HUD Comprehensive Affordable Housing Strategy (CHAS) data set.

MA-20 Housing Market Analysis: Condition of Housing

Introduction

The age of housing is a crucial indicator of a community's housing quality and condition. Without proper and regular maintenance, homes can deteriorate over time, which may discourage reinvestment, lower neighboring property values, and adversely affect residents' quality of life. Therefore, maintaining and enhancing housing quality is a key objective for the City. It is commonly understood in the housing industry that buildings typically start to show signs of wear and require reinvestment after 30 years, while homes older than 50 years often need major renovations if not adequately maintained.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

A housing unit in "standard condition" is a residence that meets the basic health, safety, and living standards expected for satisfactory occupancy. This generally includes essential structural integrity, functional electrical and plumbing systems, adequate heating and insulation, as well as compliance with local building codes and regulations. It should be free from significant defects, such as major leaks, pest infestations, or hazardous materials like lead-based paint. The interior and exterior should be in a state that does not require immediate major repairs or pose health risks to occupants. Overall, a "standard condition" housing unit provides a reasonably safe, comfortable, and habitable living environment.

Housing conditions are often assessed against the HUD Section 8 housing quality standards. Units that do not meet one or more of these standards are considered substandard but potentially suitable for rehabilitation. When evaluating housing issues within a city's stock, it is essential to consider several factors, including whether a unit lacks full plumbing or kitchen facilities, has more than one occupant per room, or imposes a cost burden exceeding thirty percent (30%) of a household's income.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,945	26%	3,590	47%
With two selected Conditions	35	0%	250	3%
With three selected Conditions	15	0%	25	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	11,355	74%	3,700	49%
Total	***15,350***	***100%***	***7,565***	***99%***

Table 7 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	6,510	42%	2,785	37%
1980-1999	6,455	42%	3,385	45%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
1950-1979	2,265	15%	1,360	18%
Before 1950	120	1%	40	1%
Total	***15,350***	***100%***	***7,570***	***101%***

Table 8 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	2,385	16%	1,400	18%
Housing Units build before 1980 with children present	3,170	21%	2,165	29%

Table 9 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 10 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

There is a pressing need for housing rehabilitation for both owners and renters, as a significant number of units are facing serious conditions that affect livability and affordability. Specifically, 3,945 owner-occupied units are impacted by issues such as incomplete kitchen or plumbing facilities, overcrowding with more than one person per bedroom, and cost burdens exceeding 30% of the area median income (AMI). Similarly, 3,590 renter units exhibit at least one of these concerning conditions. Among these, 35 owner-occupied units and 250 rental units are affected by two or more issues, while 15 owner-occupied and 25 renter units face three or more overlapping problems. This multifaceted need for rehabilitation not only highlights the urgency for improved infrastructure and living conditions but also underscores the pressing economic challenges faced by these households in maintaining stable and healthy living environment.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

Lead-based paint (LBP) was banned for residential use in 1979 because of discovered hazardous health conditions that may be caused by inhalation or direct touching of lead-based paint. The health effects are significant for children if exposed, potentially causing life-long impairments.

Data from the 2016-2020 CHAS estimates that twenty-one percent (21%) of owner and twenty-nine percent (29%) of renter units built before 1980 are occupied by households with children. This equates to 873 households.

To estimate the number of household units occupied by low- or moderate-income families with LBP hazards, the assumption can be made that housing units by year built are distributed evenly across all income levels. As such, using the household counts in the Needs Assessment, the share of low-income households (0-50 percent AMI) with children under the age of six in Rocklin is 7 percent (403 low-income households divided by 5,116 total households with children under 6). The share of moderate-income households (50-80 percent AMI) is 9 percent (470 low-income households divided by 5,116 total households with children under 6).

Given these shares and the assumption stated above, it can be estimated that of the 873 households with children at risk for lead-based paint hazards (built before 1980), approximately 403 (7 percent of 873) are occupied by low-income households, and approximately 470 (9 percent of 873) are occupied by moderate-income households.

Discussion

The City of Rocklin's housing stock appears to be relatively mature, with a significant portion of the homes built between 1980 and 1999, suggesting they are over two decades old. Most of the housing stock tends to be in good condition with forty-nine percent (49%) of housing units not reporting any issues, although forty-seven percent of housing units do report at least one issue such as incomplete kitchen or plumbing facilities, overcrowding with more than one person per bedroom, and cost burdens exceeding 30% of the area median income (AMI) indicating there may be a need for a housing rehabilitation program that could assist low-to-moderate income residents.
With twenty-nine percent (29%) of the housing potentially having lead-based paint conditions, remediation efforts may be necessary. Overall, while Rocklin likely has substantial and possibly well-maintained housing, some of it may also need upgrades for modern safety standards.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction:

Rocklin is served by both the Roseville Housing Authority and Placer County Housing Authority. Placer County is the default Housing Authority and Roseville Housing Authority provides supplemental services through a Reimbursement Agreement. The housing authorities do not operate any public housing in Rocklin but administer tenant and project-based voucher programs.

Assisted Housing

A total of 1,097 assisted rental units are provided within 13 developments, including units assisted through a variety of federal programs. These programs include HUD Section 8 (project-based) Section 236 (mortgage subsidy), Section 202 (mortgage subsidy), Section 515 (rural rental housing and rural cooperative housing), tax credits, bonds, and redevelopment set-aside funds.

Covenants and deed restrictions are the typical mechanisms used to maintain the affordability of publicly assisted housing, ensuring that these units are available to lower and moderate-income households in the long term. Over time, the City may face the risk of losing some of its affordable units due to the expiration of covenants and deed restrictions. As the relatively tight housing market continues to put upward pressure on market rents, property owners are more inclined to discontinue public subsidies and convert the assisted units to market-rate housing. No projects are at risk for losing their affordability prior to the end of this consolidated plan period.

INVENTORY OF PUBLICLY ASSISTED RENTAL HOUSING

PROJECT NAME	TOTAL UNITS	ASSISTED UNITS	HOUSEHOLD TYPE	FUNDING SOURCE(S)	CURRENT EXPIRATION OF AFFORDABILITY
Placer West Apartments	44	43	Family	Section 515 Tax Credit	2039 2064
Shannon Bay Apartments	50	49	Family	Section 515 Tax Credit	2040 2064
Sunset Street Apartments	104	102	Elderly/Disabled	Section 515	2063

				Tax Credits	2038
Lyn Roc Apartments	67	66	Elderly/Disabled	Section 8 Tax Credit	2038 2068
The Oaks at Sunset	112	111	Family	Tax Credit	2040
Quarry Oaks	43	42	Elderly	Section 202 Redevelopment	2035 2045
Rolling Oaks Apartments	79	78	Elderly	Section 202 Redevelopment	2037 2046
Villa Serna	236	235	Elderly	Tax Credit Redevelopment	2053 2053
Stanford Court	120	119	Elderly	Tax Credit Redevelopment	2058
College Manor Apartments	32	31	Family	Section 236(j)(1) Tax Credits	2028 2062
Hidden Grove	124	25	Family	Bonds	2030
Whitney Ranch Apartments	156	155	Family	Tax Credits	2064

Totals Number of Units Assisted by the Placer and Roseville Housing Authorities

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available				395		376	26	3	12
# of accessible units									

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 11 – Total Number of Units by Program Type

Data Source: Placer Housing Authority and Roseville Housing Authority

Describe the supply of public housing developments:

There is no public housing in the City of Rocklin.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There is no public housing in the City of Rocklin.

Public Housing Condition

Public Housing Development	Average Inspection Score
Not applicable	Not applicable

Table 12 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Not applicable. There is no public housing in Rocklin.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Not applicable. There is no public housing in Rocklin

Discussion:

Tenant-based vouchers for Rocklin are handled by both the Roseville Housing Authority and Placer County Housing Authority. These local agencies are responsible for the administration of the Housing Choice Voucher Program, often referred to as Section 8, which assists eligible low-income families, the elderly, and disabled individuals in affording decent, safe, and sanitary housing in the private market. The Housing Authorities manage the allocation of these vouchers, ensuring compliance with federal guidelines and local requirements.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Addressing homelessness is a critical component of Rocklin's commitment to fostering a supportive and inclusive community. While the City of Rocklin itself does not directly operate homeless facilities, it collaborates with regional partners and organizations to offer vital services and support to individuals and families experiencing homelessness. This section will delve into the array of facilities and programs available to those in need, highlighting the collaborative efforts between municipal, county, and non-profit entities to provide emergency shelters, transitional housing, and essential services such as counseling, job training, and healthcare access. By examining these initiatives, the city aims to shed light on the current landscape of homelessness services in Rocklin, assess their effectiveness, and identify areas for enhancement to ensure better outcomes for those seeking stability and permanent housing solutions.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	119	0	13	16	0
Households with Only Adults	153	16	51	183	0
Chronically Homeless Households	0	0	0	95	0
Veterans	0	0	0	3	0
Unaccompanied Youth	0	0	0	0	0

Table 13 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: Source Data: HUD 2023 CoC HIC Report

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

In Rocklin, mainstream services play a vital role in complementing targeted services for homeless individuals, focusing on integrated support across various needs. Health services in the area, including local clinics and hospitals, provide essential medical care and preventive services, ensuring that underserved populations, including the homeless, receive necessary treatment. Mental health services are offered through county agencies like the Placer County Health and Human Services Department, providing counseling, crisis intervention, and support for mental health disorders. Employment services, facilitated by local job centers and workforce development programs, assist individuals, including those experiencing homelessness, in gaining job skills, securing employment, and achieving financial stability. These services are strategically aligned with targeted homelessness initiatives, offering wraparound support aimed at fostering stability, self-sufficiency, and overall well-being for homeless individuals in Rocklin.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

In Placer County, a network of dedicated services addresses the multifaceted needs of homeless and at-risk populations through specialized programs.

- The City of Rocklin's Community Oriented Policing and Problem Solving Unit connects the unhoused population to resources and will provide rides and gift cards/bus passes for the homeless population. They are often the first contact with homeless individuals in the city and can facilitate the rehousing process through their connection to many of the service providers also listed below.
- Acres of Hope is a long-term housing initiative for homeless single mothers and children, fostering economic, social, and spiritual development to break the cycle of homelessness.
- Home Start offers transitional housing and shelter for vulnerable families, including those facing chronic homelessness, mental illness, and domestic violence.
- New Beginnings focuses on aiding homeless families with targeted services like counseling for transitioning children.
- The Placer County Health and Human Services Adult System of Care enhances these efforts by promoting independence among adults and seniors through comprehensive medical and support services.
- St. Vincent de Paul extends vital assistance with essentials like meals, clothing, and healthcare, alongside mail services for the homeless.
- The Gathering Inn, in collaboration with numerous local churches, provides a nomadic shelter for the homeless in south Placer County and a place where clients can be seen by other service providers.
- Stand Up Placer provides vital support and services to survivors of domestic violence, sexual assault and human trafficking and their families to help them achieve safety, healing and empowerment.
- Advocates for Mentally Ill (AMI) Housing provides housing solutions and support services for individuals experiencing homelessness.

- Volunteers of America (VOA) provides a wide range of services such as homeless services, veterans services, supportive housing and behavioral health services.
- Victory Village facilitates veterans' services like access to housing, education, life skills and physical wellness services.

A complete list of housing resources in Placer County can be found at https://www.placer.ca.gov/DocumentCenter/View/7210/Housing-Resource-Guide-PDF.
Together, these programs provide a comprehensive safety net for vulnerable populations, empowering them towards sustained well-being and independence.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs groups in Rocklin, due to their lower incomes and need for supportive services, often face greater challenges than the general population in securing and affording suitable housing. They frequently require enhanced community services to assist with these difficulties. This section offers an overview of the special needs population in Rocklin and outlines the housing programs designed to support these groups.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

In Rocklin, the supportive housing needs of special needs groups, such as the elderly, frail elderly, individuals with mental, physical, or developmental disabilities, those with alcohol or drug addictions, persons living with HIV/AIDS and their families, and public housing residents, are critical to ensuring stability and well-being. These groups often require accessible housing options that provide additional supports like medical care, counseling, addiction recovery services, and daily living assistance.

For individuals returning from mental and physical health institutions, the City of Rocklin facilitates their reintegration through coordinated programs and partnerships with local agencies. These programs focus on transitional housing options and ongoing support services tailored to each individual's needs. Mental health services, for instance, may offer continued therapy, medication management, and case management. Physical health support involves follow-up medical care and assistance with physical rehabilitation if necessary. Agencies coordinate with housing providers and community organizations to ensure a seamless process, promoting sustained recovery and reducing the risk of homelessness among those transitioning back into the community.

Below are some of the agencies located locally that assist with reintegration.

- Advocates for Mentally Ill Housing, Inc. (AMIH) is a non-profit organization dedicated to providing housing and life skills programs to adults with mental illness in Placer County, thereby preventing homelessness.
- Placer Independent Resource Services (PIRS) functions as a non-profit independent living center, aiming to advocate for, empower, educate, and deliver services to individuals with disabilities, enabling them to make informed choices for independent living.
- Re-Entry, Inc. offers housing for men, women, and women with children, and provides outpatient counseling and residential treatment for men, initiating recovery in a secure, sober environment.
- Seniors First delivers programs and services in Placer County to help seniors remain safe, independent, and in their homes, with offerings like Meals on Wheels, transportation, home modifications, and housing placement assistance.
- The Sierra Foothills AIDS Foundation offers comprehensive services for people living with HIV/AIDS and their families, alongside public education and prevention efforts. They support 75 individuals within Placer County under their programs, despite significant placement challenges

due to financial constraints. The organization operates the Housing Opportunities for Persons with AIDS (HOPWA) program as a sub-recipient of Sacramento's funds.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Advocates for Mentally Ill Housing, Inc. (AMIH) offers programs designed to support housing stability for adults with mental illness in Placer County who might otherwise experience homelessness. Their initiatives typically focus on providing safe, affordable, and supportive housing environments that cater to the unique needs of individuals with mental health conditions. The housing programs often include integrated life skills training to help residents manage daily living activities effectively, promoting greater self-sufficiency and independence. Additionally, AMIH may provide case management services to connect residents with essential community resources, mental health services, and support networks that further enhance their ability to maintain stable housing and improve their overall quality of life.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Not applicable.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Rocklin acknowledges that providing permanent housing alongside supportive services is vital for meeting the needs of special populations in the community, allowing them to live independently and with dignity. To support these developments, the City will continue seeking optimal ways to assist the special needs population, including securing funding from state and federal sources such as grants and low-income housing tax credits.

Supportive services like case management, mental health care, and employment support into housing programs is a priority, ensuring that residents gain access to necessary resources for sustainable long-term housing stability. Furthermore, the City is committed to addressing the needs of non-homeless populations, focusing on the elderly, frail elderly, and disabled. Annual goals encompass preserving owner-occupied housing through minor rehabilitation, reducing energy costs via efficiency improvements, and enhancing safety with repairs. Public services will also be directed at meeting seniors' basic needs, along with providing support for victims of domestic violence and human trafficking, mental health services, youth services, and removing accessibility barriers in public areas. Robust community engagement and partnerships are fundamental to these initiatives, ensuring they are well-aligned with the diverse needs of residents.

MA-40 Barriers to Affordable Housing – 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment.

The City of Rocklin's 2021-2029 Housing Element identified the following as possible impediments to affordable housing and residential investment.

Market Constraints

- Development Costs: Construction and land costs have been increasing exponentially year-over-year, making the development of affordable housing increasingly less profitable for developers.
- Interest Rates: Interest rates for construction loans have generally increased over the past five years, reflecting broader trends in monetary policy and economic conditions.
- Funding Regulations: Environmental regulations, coupled with the complex requirements for using State and Federal funds in affordable housing development, have made it more challenging to find qualified developers.
- High-Cost Foreclosed Homes: The high prices of foreclosed homes and those facing foreclosure are affecting the market significantly, as both higher-income households and those with lower or moderate incomes face foreclosure challenges. When these homes reenter the market, they are often priced beyond the affordability reach of many prospective buyers.

Government Constraints

Government constraints impacting housing development can include zoning regulations, which dictate land use and can limit the availability of land for new housing or restrict the types of housing that can be built. Permit approval processes can delay projects and increase costs for developers. High development fees and impact fees, often imposed to fund public services and infrastructure, can add significant expenses to housing development, making affordable housing projects less financially viable. Additionally, building codes and environmental regulations, while essential for safety and sustainability, may increase complexity and costs, further constraining the pace and scope of new housing developments. These factors, combined with potential community opposition or restrictive growth policies, can collectively limit the availability and affordability of housing in Rocklin.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

The information in this section is derived from CHAS and ACS data, which are based on surveys conducted with random households; as such, they may not provide an entirely accurate representation of the jurisdiction's business environment, although HUD requires their use for the consolidated plan.

Introduction

In the wake of evolving market dynamics and technological advancements, understanding current economic trends and their implications on workforce development and infrastructure in Rocklin is essential for strategic planning. This section will assess the capabilities and gaps in Rocklin's current workforce, examining the demand for skills across emerging and traditional sectors. Additionally, the analysis will extend to infrastructure requirements, highlighting the need for investments in technology, transportation, and education systems to foster a vibrant economic environment.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	217	7	1	0	-1
Arts, Entertainment, Accommodations	2,703	2,571	13	14	1
Construction	1,766	2,064	8	12	4
Education and Health Care Services	4,363	2,411	21	13	-8
Finance, Insurance, and Real Estate	2,023	2,214	10	12	2
Information	640	1,196	3	7	4
Manufacturing	1,175	505	6	3	-3
Other Services	899	806	4	4	0
Professional, Scientific, Management Services	2,516	1,608	12	9	-3
Public Administration	0	0	0	0	0
Retail Trade	2,862	2,805	14	16	2

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Transportation and Warehousing	642	530	3	3	0
Wholesale Trade	1,073	1,210	5	7	2
Total	20,879	17,927	--	--	--

Table 15 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	33,265
Civilian Employed Population 16 years and over	31,740
Unemployment Rate	4.64
Unemployment Rate for Ages 16-24	9.83
Unemployment Rate for Ages 25-65	3.09

Table 16 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	11,135
Farming, fisheries and forestry occupations	895
Service	2,975
Sales and office	6,870
Construction, extraction, maintenance and repair	1,575
Production, transportation and material moving	1,250

Table 17 - Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	17,204	62%
30-59 Minutes	8,358	30%
60 or More Minutes	2,210	8%
Total	***27,772***	***100%***

Table 18 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	570	45	405
High school graduate (includes equivalency)	3,060	160	1,470
Some college or Associate's degree	8,320	445	2,560
Bachelor's degree or higher	13,860	405	2,610

Table 19 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	**25–34 yrs**	**35–44 yrs**	**45–65 yrs**	**65+ yrs**
Less than 9th grade	0	25	120	135	195
9th to 12th grade, no diploma	330	235	180	334	400
High school graduate, GED, or alternative	2,065	1,190	980	2,525	1,490
Some college, no degree	3,055	1,770	2,195	4,175	2,425
Associate's degree	340	830	880	1,575	1,260
Bachelor's degree	695	2,355	3,295	5,600	1,990
Graduate or professional degree	55	1,130	1,965	2,575	1,320

Table 20 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	**Median Earnings in the Past 12 Months**
Less than high school graduate	30,601
High school graduate (includes equivalency)	88,050
Some college or Associate's degree	107,960
Bachelor's degree	172,251
Graduate or professional degree	192,316

Table 21 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

In Rocklin, the employment landscape is shaped by a diverse array of sectors, providing a comprehensive view of the local economy's major drivers. Leading the employment spectrum is the Education and Health Care Services sector, employing 4,363 individuals and providing essential services that support the community's well-being and educational needs. The Retail Trade sector follows closely, with 2,862 employees, reflecting the area's robust consumer activity and its importance as a local economic pillar. Arts, Entertainment, and Accommodations employ 2,703 individuals, underscoring Rocklin's vibrant cultural and hospitality offerings that attract both residents and visitors. The Professional, Scientific, and Management Services sector also makes a significant contribution, with 2,516 professionals supporting a range of business and technical services. The Finance, Insurance, and Real Estate sector, employing 2,023, highlights Rocklin's active financial and property markets. Construction, with 1,766 workers, showcases ongoing growth and infrastructure development. Manufacturing and Wholesale Trade provide employment for 1,175 and 1,073 workers, respectively, highlighting the role of production and distribution in the local economy. Other Services, including

personal and miscellaneous services, employ 899 individuals, while the Information and Transportation sectors employ 640 and 642 people, respectively, reflecting their specialized niches. Although smaller, the Agriculture, Mining, Oil, and Gas sector involves 217 employees, maintaining a link to traditional industries. Collectively, these sectors account for a total of 20,879 jobs, painting a picture of Rocklin's varied and dynamic employment environment.

Describe the workforce and infrastructure needs of the business community:

Given Rocklin's total civilian labor force population of 33,265 and civilian employment figure of 31,740, the city faces specific workforce and infrastructure needs to address its economic dynamics. With an overall unemployment rate of 4.64%, and notably higher unemployment among the 16-24 age group at 9.83%, there is a need for targeted job training and employment programs focusing on youth and young adults, helping them develop skills relevant to local industries. This could include apprenticeships, internships, and vocational training linked directly to the major employment sectors within the region. Additionally, the relatively low unemployment rate for ages 25-65 at 3.09% suggests the importance of continuous skill development and career advancement opportunities to maintain job market competitiveness.

In terms of infrastructure, to support a growing and dynamic workforce, Rocklin may benefit from investments in transportation systems to enhance accessibility and connectivity across employment centers. This includes improving public transit options and road networks to reduce commute times and facilitate easier access to jobs. Expansion of digital infrastructure, such as high-speed internet, is crucial as more businesses and services move online, and remote work grows in prominence. Furthermore, localized investments in affordable housing are essential to ensure that workers can live within a reasonable distance from their workplaces, supporting economic stability and growth.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The COVID-19 pandemic significantly disrupted planned public and private sector investments in Rocklin, impacting job and business growth opportunities. Many projects experienced delays or cancellations due to the economic uncertainty and restrictions imposed to curb the virus spread. For instance, construction slowed as labor shortages and supply chain disruptions made it challenging to maintain project timelines and budgets. Retail, hospitality, and entertainment sectors faced substantial setbacks from decreased consumer spending and mandated closures, leading to temporary or permanent business shutdowns.

These disruptions highlight several emerging needs for Rocklin during the planning period. Workforce development programs are crucial to re-skill and up-skill workers displaced by the pandemic, particularly in adapting to new industry demands and technological advancements. There is also a need for robust business support services, such as access to capital, mentorship, and digital transformation resources, to help small and medium-sized enterprises recover and thrive in a post-pandemic economy. Lastly, investments in infrastructure, particularly in enhancing broadband connectivity, are necessary to support remote work and digital commerce, ensuring that both individuals and businesses can capitalize on emerging opportunities and remain competitive in a rapidly changing economic landscape.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The skills and educational attainment of Rocklin's workforce generally align with the available employment opportunities, although some areas reveal mismatches or opportunities for further development. The high number of workers in management, business, and financial occupations (11,135) and those with a bachelor's degree or higher (13,860) suggest a well-educated workforce suited for Professional, Scientific, and Management Services (2,516) and Finance, Insurance, and Real Estate jobs (2,023). However, there may be slightly more workers with high academic qualifications than positions available in these sectors, potentially resulting in underemployment or a need for expanded business services or entrepreneurial opportunities.

Conversely, the service occupations (2,975) align well with the workforce in the Arts, Entertainment, and Accommodations (2,703) and Retail Trade (2,862) sectors, where lower educational requirements are prevalent. The 6,870 individuals in sales and office roles also reflect the strong retail and service sector presence. However, the discrepancy between education levels, like the number of individuals with some college or an associate degree (8,320) and the limited high-skill job offerings in manufacturing (1,175) and information (640)—indicates a potential for skills mismatch, where more technical roles could be developed.

Additionally, there is a shortage of labor in construction, extraction, maintenance, and repair compared to the workforce available (1,766 positions vs. 1,575 individuals), pointing to a potential need for additional training or vocational programs.

Overall, further aligning workforce development initiatives by emphasizing technical, trade skills, and support for advanced education in emerging sectors could enhance employment prospects across various vocational aims. Addressing this through targeted education and skills training, particularly in digital, technical, and trade skills, could potentially open up more job opportunities and foster more balanced economic growth in Rocklin.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Current workforce training initiatives in Rocklin and the broader Placer County area typically involve collaboration between Workforce Investment Boards (WIBs), community colleges, and local organizations to align educational offerings with industry needs. The Golden Sierra Workforce Development Board, one of the key WIBs in the region, plays a significant role in identifying skills gaps and supporting training programs that enhance workforce readiness. They often provide funding for job training and partner with employers to ensure that programs are tailored to the demands of the local economy.

Community colleges, such as Sierra College, offer a variety of programs ranging from vocational training and technical education to academic degrees that prepare students for careers in high-demand sectors like healthcare, technology, and the trades. These institutions frequently update their curricula and

introduce new courses to reflect evolving job market trends and incorporate skills needed in emerging industries.

Various non-profit organizations and industry groups also contribute to workforce development by offering specialized training programs, apprenticeships, and certifications. These may include focuses on technology upskilling, digital literacy, and entrepreneurship, providing residents with opportunities to enhance their employability and advance their careers. Overall, these collaborative efforts aim to create a skilled and adaptable workforce that can meet the current and future needs of regional employers.

Additionally, California Work Opportunity and Responsibility to Kids (CalWORKs) is a public assistance program offering cash aid and services to eligible families with children in the home. It provides education, employment, and training opportunities through Employment Services. In Placer County, Employment Services, previously known as Welfare to Work, helps program participants find employment by collaborating with the Business Advantage Network.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Rocklin is typically involved in regional planning efforts that align with the goals of a Comprehensive Economic Development Strategy (CEDS). The Sacramento Area Council of Governments (SACOG) and local economic development agencies often spearhead such strategies, focusing on sustainable economic growth, infrastructure development, and workforce enhancement in the region, including Rocklin. Participation may involve collaboration with Placer County and other cities to develop cohesive plans that address shared economic challenges and opportunities, leveraging federal and state resources. However, for the most current information on Rocklin's specific involvement in CEDS or regional economic planning efforts, it would be best to consult directly with Rocklin's economic development department or regional planning bodies.

Discussion

The Rocklin workforce landscape is varied, with significant employment in sectors like Education and Health Care, Retail, and Professional Services, buoyed by a relatively well-educated labor pool. However, mismatches between workforce skills and job availability point to needs for targeted training and development, particularly in technical trades and emerging sectors. The COVID-19 pandemic further disrupted planned investments by shutting down business causing many of them to close or experience hardships in finding staff, highlighting the necessity for workforce development initiatives supported by entities like the Golden Sierra Workforce Development Board and local community colleges. These programs are crucial for adapting to post-pandemic economic conditions, alongside infrastructure investments to enhance transportation and digital connectivity. Rocklin participates in regional planning efforts to promote economic stability and growth. This dynamic interplay of workforce readiness, and economic initiatives characterizes Rocklin's approach to fostering long-term growth and addressing community needs.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

In Rocklin, the distribution of populations and households across various neighborhoods indicates an absence of concentrated areas significantly affected by multiple housing problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The city's residential landscape is characterized by a fairly even dispersal of populations, which contributes to the lack of significant patterns of residential segregation. This even distribution ensures that diverse communities are spread throughout the city rather than isolated in particular areas. As a result, housing-related challenges, such as affordability and access to amenities, are not disproportionately concentrated in any specific neighborhood, fostering a more integrated and cohesive community.

What are the characteristics of the market in these areas/neighborhoods?

While there are no specific areas in the City of Rocklin where minority or low-income households are predominantly concentrated, the City has observed that older neighborhoods, such as those along Pacific Street, tend to have a higher proportion of low-to-moderate-income households compared to the newer neighborhoods.

Are there any community assets in these areas/neighborhoods?

Not applicable.

Are there other strategic opportunities in any of these areas?

Not applicable.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

While most households have the basic amenities for internet connectivity, ensuring that low- and moderate-income households have affordable and reliable access to the internet is crucial for equitable participation in today's digital landscape. The key issue is less about the physical broadband infrastructure and more about providing cost-effective solutions that enable all households to have internet access at home.

For many residents in Rocklin, particularly those in low- and moderate-income brackets, having affordable broadband access is essential for unlocking opportunities. Ensuring connectivity at home allows students to make full use of online educational tools and resources, thereby helping to close the digital divide that adversely affects academic performance. Furthermore, adults can engage in remote work, pursue online learning to develop new skills, and access telehealth services, which are invaluable during health crises or for individuals with limited mobility.

Neighborhoods without sufficient support to afford broadband connections can experience setbacks that impede economic growth, restrict access to vital information, and degrade quality of life. By focusing on initiatives that make broadband access more affordable in these areas, we can bridge gaps and ensure that all communities in Rocklin can fully engage in and benefit from the digital economy.

Therefore, prioritizing efforts to enhance internet accessibility for underserved households in Rocklin is paramount. This could involve public-private partnerships, subsidies for low-income families, or community-based programs focused on increasing affordability and accessibility. By addressing these needs, Rocklin can promote greater inclusivity and empower its residents to leverage the advantages of modern technology to improve their quality of life.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

In Rocklin, residents typically have access to multiple broadband providers, which can include major national companies and local providers. The main types of internet services offered in the area usually include cable, fiber-optic, DSL, and satellite. Providers like Xfinity (Comcast), AT&T, and Consolidated Communications are often among the primary options, though availability can vary by neighborhood.

Increasing competition among broadband Internet service providers in Rocklin could significantly benefit residents and businesses, addressing several key needs and enhancing overall service quality. Competition fosters a healthier market environment that encourages innovation, potentially leading to improved technology and more robust infrastructure.

To achieve these benefits, Rocklin can explore initiatives that encourage the entry of additional internet service providers, such as regulatory changes, public-private partnerships, and investment in

infrastructure expansion. These steps could help foster a more competitive broadband market, ultimately benefiting the entire community.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.
The City of Rocklin, like many areas in California, faces increased natural hazard risks due to climate change. These risks include heightened susceptibility to wildfires as temperatures rise and drought conditions become more frequent, particularly in urban-interface areas where residential developments meet natural landscapes. Additionally, shifting precipitation patterns can lead to more intense storms, increasing the likelihood of flooding and erosion, especially along waterways. The city's water supply may also be strained due to diminished snowpack and increased demand during hotter months. Moreover, rising temperatures can exacerbate public health concerns, such as heat-related illnesses, affecting vulnerable populations. Overall, Rocklin must adapt its planning and infrastructure to mitigate these evolving risks associated with climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.
Housing occupied by low- and moderate-income households in Rocklin is particularly vulnerable to climate change risks, primarily due to several interrelated factors identified through data analysis and findings. These households often reside in areas at higher risk for wildfires and flooding, as they may lack the resources to relocate to safer zones or invest in retrofitting homes. Economic limitations make it challenging for these families to afford necessary home improvements, like fire-resistant landscaping or flood defenses. Additionally, low- and moderate-income individuals may face higher exposure to health risks during extreme heat events due to inadequate access to air conditioning or safe public spaces. Furthermore, in the event of natural disasters, the recovery process can be slower for these households, as they often have less savings, limited insurance coverage, and reduced access to assistance programs, exacerbating their overall vulnerability to the impacts of climate change.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan outlines how the City of Rocklin will address the community's housing and community development needs over the next five years utilizing Community Development Block Grant (CDBG) and other public and private leveraged funds. The priorities, needs, and goals addressed in the Strategic Plan are based on the Needs Assessment and Market Analysis from the previous sections, with input from public meetings and a community survey, as well as outreach to service providers and community stakeholders. Additionally, the priorities and goals in this Strategic Plan are intended to align with the City of Rocklin 2021-2029 Housing Element which was developed with extensive public engagement and data analysis and informs this Strategic Plan. The Priority Needs and Goals will be used to guide the City's investment of public and private resources and allocation of funding for the next five years. The needs, goals, and priorities of the City are placed into three categories in this Strategic Plan: affordable housing, homelessness, and non-housing community development

The Strategic Plan focuses on activities that are appropriate for the use of CDBG funds, which are provided to the City by HUD on an annual basis. Based on previous years' allocations, it is estimated that the City will receive an annual allocation of approximately $285,000 for the fiscal year 2025-2026 and the City is expected to receive a total of $1,425,000 over the five-year Consolidated Plan period.

In addition to these funds, the City may use other federal, state, and local funding sources such as the General Fund, the Low- and Moderate-Income Housing Asset Fund (LMIHAF), and Permanent Local Housing Allocation Program (PLHA) Funds to address the housing, homelessness and non-housing community development needs noted in this plan. Other funds that may be used to assist target-income households and areas as well as the rest of the community are identified in the City's Housing Element.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Based on the HUD CPD Mapping Tool, the City of Rocklin does not have significant, dense areas of low-income residents, nor are there areas of significant racial or ethnic minority concentration. The City will not direct CDBG funds to a specific geographic area.

Throughout the Consolidated Plan period, the City of Rocklin plans to invest in CDBG eligible census tracts of the City with the installation of ADA ramps and street improvements.

1	**Area Name:**	
	Area Type:	
	Other Target Area Description:	
	HUD Approval Date:	

	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	**Area Name:**	
	Area Type:	
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

Table 1 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City will direct CDBG funding to Rocklin households and neighborhoods identified in the Consolidated Plan as having Priority Needs.

Some communities have no or very few areas in which 51 percent of the residents are low- and moderate-income. For these grantees, HUD authorizes an exception criterion for such grantees to be able to undertake area benefit activities. Specifically, Section 105(c)(2)(A)(ii) of the Housing and Community Development Act of 1974, as amended, states that an activity shall be considered to

principally benefit low- and moderate-income persons when "the area served by such activity is within the highest quartile of all areas within the jurisdiction of such city or county in terms of the degree of concentration of persons of low and moderate income."

Each year, HUD publishes a list of CDBG "exception grantees" and the exception threshold percentage for each grantee on its website. Current thresholds are based on the 2016-2020 American Community Survey (ACS). This percentage represents the minimum percentage of low- and moderate-income persons that must reside in the service area of an area benefit activity for the activity to be assisted with CDBG funds.

Exception grantee status may change from year to year. The City of Rocklin was determined to be an Exception Grantee for program year 2024 (July 1, 2024 through June 30, 2025). Projects serving census tracts and block groups with 41.5% or more LMI residents may qualify for Area Benefit. Exception Grantee status may change each year, depending on HUD income estimate calculations. The percentage may change slightly from year to year, but it is likely that the City will continue to receive Exception Grantee status throughout the five-year Consolidated Plan period.

SP-25 Priority Needs - 91.215(a)(2

Priority Needs

Table 2 – Priority Needs Summary

1	**Priority Need Name**	Youth, seniors, food/nutrition services
	Priority Level	High
	Population	*Income Level* Extremely Low Low Moderate *Family Type* Large Families Families with Children Elderly *Homeless* Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Veteran *Non-homeless Special Needs* Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly

	Geographic Areas Affected	
	Associated Goals	Meet the needs of low/mod income youth Meet the needs of low/mod seniors Provide access to food and nutrition services
	Description	Provision of services for low- and moderate-income families with children or youth, and services for seniors. Programs providing food and nutrition services for low- and moderate-income persons.
	Basis for Relative Priority	Senior services, services for families with children and youth, and food/nutrition services were identified as priority concerns during Public Community Meetings, by respondents to the Community Needs Survey, and through consultation with local service providers. The 2016-2020 ACS indicates that Rocklin is home to 1,903 low- and moderate-income households with children and 7,950 low- and moderate-income households with a member age 62 or older.
2	**Priority Need Name**	Address housing instability
	Priority Level	High

	Population	*Income Level* Extremely Low Low Moderate *Family Type* Large Families Families with Children Elderly *Homeless* Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Veterans *Non-homeless Special Needs* Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	
	Associated Goals	Reduce the risk and incidence of homelessness
	Description	Address factors contributing to housing instability and increasing the risk of homelessness for low- and moderate-income residents.
	Basis for Relative Priority	Housing instability was identified as a high priority need during Public Community Meetings, by respondents to the Community Needs Survey and through consultation with local service providers. The 2016-2020 ACS estimates that there are 2,190 low- and moderate-income households paying in excess of 50% of household income towards housing costs, which indicates they are at imminent risk of homelessness. The 2024 Placer County Point-in-Time Homeless Count found 39 homeless individuals living in the City of Rocklin.
3	**Priority Need Name**	Domestic violence/sexual assault/trafficking services
	Priority Level	High

	Population	Extremely Low Low Moderate Victims of Domestic Violence Other
	Geographic Areas Affected	
	Associated Goals	Reduce the risk and incidence of homelessness Assist victims of domestic violence/sexual assault
	Description	Provide services and/or housing for survivors of domestic violence, sexual assault and trafficking.
	Basis for Relative Priority	Services for survivors of domestic violence, sexual assault and trafficking was identified as a high priority need through consultation with local service providers. Many noted that these experiences can lead to mental health issues, substance use issues, loss of income, and housing instability.
4	**Priority Need Name**	Homeowner housing rehabilitation
	Priority Level	Low
	Population	*Income Level* Extremely Low Low Moderate *Family Type* Large Families Families with Children Elderly Non-homeless Special Needs Persons with Physical Disabilities
	Geographic Areas Affected	
	Associated Goals	Preserve affordable homeownership housing
	Description	Provide housing rehabilitation assistance to low- and moderate-income homeowners to sustain and preserve the single-family housing stock.
	Basis for Relative Priority	Rehabilitation assistance for lower-income homeowners was noted as a need by respondents of the Community Needs Survey, especially for improving accessibility for seniors and persons with disabilities. The 2016-2020 ACS identifies 1,135 low- and moderate-income homeowner households in Rocklin.

5	**Priority Need Name**	Public infrastructure accessibility/safety
	Priority Level	Low
	Population	Income Level Extremely Low Low Moderate *Family Type* Elderly *Non-homeless Special Needs* Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Public infrastructure improvements
	Description	Complete improvements to public infrastructure to remove barriers to accessibility for persons with mobility disabilities and improve safety for pedestrians in low- and moderate-income neighborhoods. These may include sidewalk improvements, ramps (curb cuts) or other improvements.
	Basis for Relative Priority	The City of Rocklin Public Works Department has identified barriers to pedestrian safety and accessibility along city sidewalks. Improvements to public infrastructure was noted as a high need in the Community Needs Survey.
6	**Priority Need Name**	Support economic opportunity
	Priority Level	Low
	Population	*Income Level* Extremely Low Low Moderate *Non-homeless Special Needs* Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Improve economic opportunities for low/mod persons

	Description	Provide assistance to low- and moderate-income micro-enterprise business owners or to businesses that create and/or retain jobs for low- and moderate-income persons. Support job readiness for low- and moderate-income persons.
	Basis for Relative Priority	Assistance to micro-enterprise business owners was noted as a priority need during Public Community meetings and employment assistance was identified as a high need in the Community Needs Survey.

Narrative (Optional)

Community needs were determined through public outreach including three publicly noticed community meetings, web-based surveys for Rocklin residents, consultation with housing and service providers, consultation with City staff, service provider questionnaires and analysis of available census and other data relating to the needs of low- and moderate-income persons.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Not applicable.
TBRA for Non-Homeless Special Needs	Not applicable.
New Unit Production	Not applicable.
Rehabilitation	Owner-occupied housing rehabilitation is noted as a need in section MA-20 Housing Market Analysis; Condition of Housing.
Acquisition, including preservation	Acquisition for the creation of additional affordable housing and preservation of existing housing is noted as a need in section MA-10 Number of Housing Units and MA 15 Cost of Housing.

Table 3 – Influence of Market Conditions

Tenant Based Rental Assistance and new housing construction are eligible for HUD HOME funding, but are not eligible CDBG activities. The City of Rocklin does not receive HOME funding from HUD.

The City of Rocklin has identified resources for addressing the needs of low- and moderate-income households and neighborhoods as outlined in the Strategic Plan. The City's annual CDBG allocation is dependent on the federal allocation for CDBG, which can be unpredictable. The expected funding amount below is an estimate for the next five years, based on recent allocation amounts.

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Rocklin has identified resources for addressing the needs of low- and moderate-income households and neighborhoods as outlined in the Strategic Plan. The City's annual CDBG allocation is dependent on the federal allocation for CDBG, which can be unpredictable. The expected funding amount below is an estimate for the next five years, based on recent allocation amounts.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Admin and Planning Economic Development Housing Public Improvements Public Services	285,000	0	0	285,000	1,140,000	The City estimates receiving a total of $1,425,000 of CDBG funding over the five-year Consolidated Plan period. No program income generating activities are anticipated.

Table 4 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Rocklin does not receive federal funding other than CDBG for housing and non-housing community development activities. There are no matching requirements for the CDBG program.

CDBG usually cannot be used to leverage other federal funding sources. When available, the City may use local or private funds as leverage for other funding sources. The City endeavors to leverage CDBG dollars with local funds such as the Low- and Moderate-Income Housing Asset Fund (LMIHAF) and with other State and private funding sources to deliver efficient and cost-effective programs. Sources may include: federal HOME funds through the State of California; federal and state tax credits; State Permanent Local Housing Allocation (PLHA); State Affordable Housing and Sustainable Communities (AHSC); and other programs available from the State of California Department of Housing and Community Development or private sector sources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The 2021-2019 Housing Element update identifies parcels suitable for residential development. To help facilitate the development of affordable housing on these sites, the City works with interested developers and provides financial and/or regulatory incentives, as feasible.

In September 2019, the City purchased approximately 1.8 acres located between Oak and Pine Streets and Railroad Avenue and Pacific Street from the Successor Agency using the City's Low- and Moderate-Income Housing Asset Fund. On September 28, 2021, the City Council of the City of Rocklin adopted a resolution declaring these parcels, as well as the intersecting alley between the parcels, as surplus property. Community Housing Works (CHW) is working with the City of Rocklin on processing an application to develop the Pacific Street Apartments project, which is a 110-unit affordable multifamily community. The Project proposes a mix of one, two, and three-bedroom units in four (4) three-story apartment buildings, as well as a two-story leasing and amenity building, arranged around the site.

The State of California Department of General Services Real Estate Surplus Property website does not identify any available state-owned sites in the City of Rocklin.

Discussion

The City has a Low- and Moderate-Income Housing Asset Fund (LMIHAF), and is a recipient of Permanent Local Housing Allocation Program (PLHA) Funds. These funding sources are utilized to address housing and homelessness, specifically homeless prevention and rapid rehousing.

The City will seek other available funding to address the needs of low- and moderate-income residents when available. Other sources may include funding from the State of California Department of Housing and Community Development, HUD and private sources.

The City will consider the use of publicly owned land, when available, for the construction of affordable housing for low- and moderate-income households.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Rocklin	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities	Jurisdiction
PLACER COUNTY	Government	Homelessness Non-homeless special needs public facilities public services	Jurisdiction
Homeless Resource Council of the Sierras (515)	Regional organization	Homelessness Planning	Region
Roseville/Rocklin/Placer County CoC	Continuum of care	Homelessness Planning	Region
Placer County Housing Authority	PHA	Public Housing Rental	Region
Roseville Public Housing Authority	PHA	Public Housing Rental	Region

Table 5 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Rocklin Office of the City Manager maintains primary responsibility for the development and implementation of the Consolidated Plan. The City's Finance Department administers fiscal management, all fund disbursements, accounting, and auditing of grant funds. The Community Development Department is responsible for overseeing the responsible and sustainable growth of the City while ensuring safety and quality of life including building permits, entitlements, and site development review. The Public Works Department and the Parks and Recreation Department are responsible for construction and rehabilitation of city-owned properties and infrastructure. The City is served by a strong contingent of other governmental agencies and non-profit organizations that provide needed services including affordable housing, domestic violence/sexual assault services, homeless programs, and other public services for low- and moderate-income residents.

The City's system of institutional structure is strong and well-coordinated, with little duplication of services. The City will work to address any gaps as they arise.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	X
Mobile Clinics	X	X	X
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other	X	X	X

Table 6 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Homeless Resource Council of the Sierras (HRCS) is a nonprofit organization serving as the collaborative applicant and administrative entity for two Continuums of Care (CoCs). These are the Roseville/Rocklin/Placer County CoC (CA-515) and the Nevada County CoC (CA-531). HRCS is governed by a seven-member board with representation from each of the continuums of care. HRCS manages the county's Homeless Management Information System (HMIS) and conducts the annual Point-In-Time

count of people experiencing homelessness. Member agencies of the Roseville/Rocklin/Placer CoC provide programs and housing for persons experiencing homelessness (both chronically homeless and others), shelter and transitional housing; housing and services for persons with mental health issues; programs for families with children; housing and services for victims of domestic violence, sexual assault or trafficking; food and nutrition programs; and assistance to persons at-risk of homelessness.

In addition to the work of the CoC, the Placer Consortium on Homelessness (PCH) works to address the needs of local residents experiencing homelessness.

Placer County administers a wide range of programs addressing critical needs of low- and moderate-income persons and special needs populations. Services include: aging and adult services; programs for children, youth and families; CALWORKs/employment services; cash benefit programs (general relief, CALWORKs and assistance for immigrants, refugees, trafficking and crime victims); food and nutrition programs (CalFresh and WIC); healthcare (Medi-Cal); homeless programs and temporary housing assistance; and Veteran's services.

The Placer County Housing Authority and the Roseville Housing Authority administer Housing Choice Voucher rental assistance, in addition to vouchers dedicated to special populations: Veterans Affairs Supportive Housing (VASH); Family Unification Program (for at-risk families with children); Non-Elderly Disabled Vouchers; Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition Vouchers.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City of Rocklin is served by two well managed and experienced housing authorities that administer Voucher rental assistance for Rocklin residents. However, additional subsidies are needed to meet the need as indicated in the discussion of housing cost burden above. The City works to support the development of affordable housing, but the current stock is not sufficient to meet the needs of individuals and families experiencing homelessness, persons meeting the HUD definition of chronically homeless, families with children, veterans and their families. The 2024 homeless PIT Count found no unaccompanied youth in Placer County.

The Placer County Homelessness Response Project was a multi-year collaboration of County agencies, cities, law enforcement, health services, and local nonprofits to address homelessness in Mid- and South Placer. While Placer County has one of the lowest rates of homelessness in California, project participants felt the region could still do more to address the issue. Key takeaways from the Project include: Placer County has one of the lowest rates of homelessness among counties in California; within the County there are provider partnerships and successful homeless outreach initiatives underway; more needs to still be done to address homelessness in the region. At the conclusion of the Homeless Response Project, the Local Government Advisory Committee was created as a subcommittee of the CoC to continue the collaboration of the working group and address homelessness in the region.

During the consolidated planning process, service providers identified the following gaps in services for special needs populations and persons experiencing homelessness: a shortage of housing assistance vouchers and subsidized housing; limited housing options for persons with disabilities; a need for more

permanent supportive housing for persons that require case management or services to maintain housing stability; more treatment and/or assistance for persons with mental health issues, substance use disorder, or developmental disabilities; a need for more services and housing for persons with chronic health conditions and/or disabilities.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The Placer County Homelessness Response Project Phase 1 was implemented in June 2021 – April 2022 and focused on bringing elected representatives, law enforcement, the Continuum of Care (CoC), healthcare and social service providers to develop an inventory of current programs and services; and to identify gaps for consideration. Phase 2 included monthly meetings from June 2022 – September 2023 identifying four key priorities: public safety and social services partnerships; emergency housing; permanent supportive housing; and communications and public engagement.

Going forward, the planning group recommends: 1) memorialize regional priorities, strategies and tactics identified across both phases of work; and 2) convene an intergovernmental committee of the CoC that would allow local jurisdictions to continue to collaborate and share ideas while becoming better informed of and integrated with the regional work of the CoC. For future consideration, the planning group suggests consideration of: implementation/funding for the Peer Outreach Worker Pilot Program; conduct a six month review of data from the mobile temporary shelter at the government center; seek future siting for permanent supportive housing; explore congregant emergency shelter alternatives such as the navigation center model; and, development and implementation of a project website and coordination between the County and local jurisdictions to ensure consistent messaging to the public. The second recommendation has been implemented through the Local Government Advisory Committee (LoGAC), which is a subcommittee of the CoC and consists of executives from local governments in the region. The purpose of the LoGAC is to continue the work of the Homelessness Response Project and bring forward solutions to address homelessness in the region.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Meet the needs of low/mod income youth	2025	2029	Low/mod Families with Children and Youth		Youth, seniors, food/nutrition services	CDBG: $40,000	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted
2	Meet the needs of low/mod seniors	2025	2029	Non-Homeless Special Needs		Youth, seniors, food/nutrition services	CDBG: $30,000	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
3	Provide access to food and nutrition services	2025	2029	Non-Homeless Special Needs		Youth, seniors, food/nutrition services	CDBG: $50,000	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
4	Preserve affordable homeownership housing	2025	2029	Affordable Housing Non-Homeless Special Needs		Homeowner housing rehabilitation	CDBG: $300,000	Homeowner Housing Rehabilitated: 6 Household Housing Unit
5	Reduce the risk and incidence of homelessness	2025	2029	Homeless Non-Homeless Special Needs		Address housing instability Domestic violence/sexual assault/trafficking services	CDBG: $60,000	Homeless Person Overnight Shelter: 10 Persons Assisted Homelessness Prevention: 200 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Improve economic opportunities for low/mod persons	2025	2029	Non-Housing Community Development		Support economic opportunity	CDBG: $100,000	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted Businesses assisted: 5 Businesses Assisted
7	Public infrastructure improvements	2025	2029	Non-Housing Community Development		Public infrastructure accessibility/safety	CDBG: $530,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
8	Assist victims of domestic violence/sexual assault	2025	2029	Non-Homeless Special Needs		Domestic violence/sexual assault/trafficking services	CDBG: $30,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 5 Beds

Table 7 – Goals Summary

Goal Descriptions

1	**Goal Name**	Meet the needs of low/mod income youth
	Goal Description	Provide public services to meet the needs of low- and moderate-income families with children and youth.

2	**Goal Name**	Meet the needs of low/mod seniors
	Goal Description	Provide public services to meet the needs of low- and moderate-income seniors.
3	**Goal Name**	Provide access to food and nutrition services
	Goal Description	Provide meal delivery for seniors and/or persons with disabilities. Provide access to other food/nutrition services for low- and moderate-income households.
4	**Goal Name**	Preserve affordable homeownership housing
	Goal Description	Provide financial assistance and technical assistance to low- and moderate-income homeowner households to complete accessibility improvements and/or rehabilitation. Support aging in place for elderly households and accessibility for persons with mobility impairment.
5	**Goal Name**	Reduce the risk and incidence of homelessness
	Goal Description	Provide services to vulnerable households to reduce housing instability and the risk of homelessness. Provide assistance to persons experiencing homelessness to move toward housing stability.
6	**Goal Name**	Improve economic opportunities for low/mod persons
	Goal Description	Provide financial and/or technical assistance support to low- and moderate-income microenterprise business owners to improve their earning capacity. Provide financial support to businesses that create and/or retain jobs for low- and moderate-income persons. Support programs that provide job readiness skills for low- and moderate-income youth and underemployed adults.
7	**Goal Name**	Public infrastructure improvements
	Goal Description	Improve streets and sidewalks in low- and moderate-income neighborhoods to enhance pedestrian safety and reduce architectural barriers for persons with mobility impairments.
8	**Goal Name**	Assist victims of domestic violence/sexual assault
	Goal Description	Provide services and shelter to survivors of domestic violence, sexual assault and trafficking situations.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Affordable homeownership housing will be maintained for an estimated 10 households through housing rehabilitation assistance should the City fund an activity that meets this goal. It is estimated that the program will assist 3 extremely low-income households (at or below 30% AMI); 5 low-income households (between 31-50% AMI) and 2 moderate-income households (between 51-80% AMI) if completed.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Placer County Housing Authority and the Roseville Housing Authority do not own or operate public housing units.

Activities to Increase Resident Involvements

The Placer County and the Roseville housing authorities maintain a Resident Advisory Board as required by HUD. The Resident Advisory Board makes recommendations during the development of the housing authority Annual Plan and Five-Year Plan. In addition, both housing authorities operate a family self-sufficiency program that provides case management and financial incentives to residents to support achieving economic independence and reducing dependence on welfare assistance and rental subsidies.

Is the public housing agency designated as troubled under 24 CFR part 902?

No. The Placer County Housing Authority and the Roseville Housing Authority are high-performing housing authorities.

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City of Rocklin 2021-2029 Housing Element identifies land cost, construction cost, market financing and governmental constraints as potential impediments to affordable housing and residential investment.

Both construction and land costs have been increasing exponentially year-over-year, making the development of affordable housing increasingly less profitable for developers. Interest rates for construction loans have generally increased over the past five years, reflecting broader trends in monetary policy and economic conditions. Environmental regulations, coupled with the complex requirements for using State and Federal funds in affordable housing development, have made it more challenging to find qualified developers and ensure project feasibility.

Government constraints impacting housing development can include zoning regulations, which dictate land use and can limit the availability of land for new housing or restrict the types of housing that can be built. permit approval processes can delay projects and increase costs for developers. High development fees and impact fees, often imposed to fund public services and infrastructure, can add significant expenses to housing development, making affordable housing projects less financially viable. Additionally, building codes and environmental regulations, while essential for safety and sustainability, may increase complexity and costs, further constraining the pace and scope of new housing developments. These factors, combined with potential community opposition or restrictive growth policies, can collectively limit the availability and affordability of housing in Rocklin.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The 2021-2019 Housing Element includes the following policies aimed at addressing barriers to affordable housing development.

Policy 3.4: Continue to work with developers requesting General Plan Amendments converting nonresidential designation to residential uses or from a higher density residential category to a lower density residential category to incorporate affordable housing as a component of the overall development. As an objective, target up to ten percent of the units as affordable, depending on the level of affordability or other amenities provided. Pursue the inclusion of extremely low-income units whenever possible in the negotiated target number of affordable units.

Policy 4.1: Provide regulatory and/or financial incentives, where appropriate, to offset or reduce the costs of affordable housing development, including density bonuses and flexibility in site development standards.

Policy 4.2: Periodically review City regulations, ordinances, departmental processing procedures, and residential fees related to rehabilitation and/or construction to assess their impact on housing costs, and revise as appropriate.

Policy 5.2: In conjunction with surrounding jurisdictions, actively pursue State, Federal, and other funding sources for affordable housing activities.

Policy 6.3: Promote housing that meets the special needs of the homeless, seniors, large families, and persons with disabilities.

In addition to these policies of the Housing Element, the City has also created an Affordable Housing Incentive Program which provides development impact fee reductions, fee deferrals, and low interest loans for qualified affordable housing developments.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Roseville/Rocklin/Placer County Continuum of Care (CoC) conducts an annual Point-in-Time (PIT) count of persons experiencing homelessness and an annual Housing Inventory Count (HIC) of sheltered homeless persons in January. The PIT count provides the homeless assistance community with the data needed to understand the number and characteristics of persons who are homeless at one point in time. The HIC informs the homeless assistance community on the capacity to house persons who are homeless using local resources. The 2024 PIT Count identified 39 persons experiencing homelessness in Rocklin, of which 32 were Unsheltered. Staff from the City of Rocklin Office of the City Manager and Community Development Department (Housing and Code Compliance Divisions), as well as the Rocklin Police Department, have directly participated in the PIT Count including administering surveys to homeless individuals in past years.

The City is a member of the Homeless Resource Council of the Sierras (HRCS), a broad-based coalition of homeless housing and shelter providers, consumers, advocates, and government representatives working together to shape planning and decision-making around the issue of homelessness. HRCS serves as the "collaborative applicant" and “administrative entity” for the CoC. HRCS provides leadership and coordination of the CoC planning process and ensures comprehensive, regional coordination of efforts and resources to reduce the number of persons who are homeless, as well as the number of persons at risk of homelessness. Staff from the City of Rocklin Office of the City Manager also have a seat on the government board of the CoC. The Placer County Department of Health and Human Services is also a member of HRCS and the CoC. Both the City and County administer successful homeless outreach initiatives to Unsheltered individuals and families.

Addressing the emergency and transitional housing needs of homeless persons

Although no transitional housing facility or emergency shelter is located in Rocklin, the Placer County Department of Health and Human Services Adult System of Care operates a transitional housing facility for homeless persons with mental health disabilities just outside of the City limits. Additionally, three organizations provide transitional housing and two other organizations operate emergency shelters for homeless persons in nearby Roseville.

- Home Start offers a transitional housing program for Placer County homeless children and their families.

- The Lazarus Project provides food, housing, clothing, guidance, counseling, education, job training, budgeting classes, parenting classes and access to health care for persons recovering from homelessness, unemployment, abuse, addictions, and physical and/or mental impairment. The agency operates four transitional housing with a maximum capacity of seventeen men and six women.
- Placer County's HEARTS (Housing, Employment, Assistance, Recovery, Treatment, and Success) program provides services for mentally ill persons who are homeless.
- The Gathering Inn collaborates with Rocklin, the County, and other jurisdictions to offer services to address the causes of homelessness. The Gathering Inn operates two intake centers, one in Roseville and one in Auburn, where homeless individuals have access to showers, clean clothes, healthcare, housing and employment opportunities. They board a bus or van and travel to one of the many hosting churches located in Rocklin and other locations throughout south Placer County. Host churches commit the use of their facilities on designated evenings to provide a safe and secure place for more than 185 homeless individuals and families across all facilities to receive dinner, sleep inside, and enjoy hospitality. Additionally, The Gathering Inn has recently used County grant funds to purchase homes in Rocklin and other neighboring jurisdictions to provide permanent supportive housing.
- Stand Up Placer serves Placer County and provides shelter for battered women and children and victims of domestic violence/sexual assault. Supportive services offered include crisis intervention, counseling, and food and clothing assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The community outreach, surveys, consultations and data analysis conducted during the Consolidated Plan development process indicated substantial concern for persons experiencing homelessness in the City of Rocklin. In response, the Consolidated Plan includes the following Priority Needs to be addressed with CDBG funds over the five-year term:

High Priority Needs

- Address factors contributing to housing instability and increasing the risk of homelessness for low- and moderate-income residents.
- Provide services and housing for survivors of domestic violence, sexual assault or trafficking.

The City's CDBG allocation and available local funds are not sufficient to resolve the many needs of persons at risk or experiencing homelessness in our community. The City will continue to participate in and support the efforts of the Homeless Resource Council of the Sierras (HRCS), the Roseville/Rocklin/Placer County Continuum of Care, Placer County and other regional organizations to address the many issues that contribute to homelessness.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being

discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

As noted above, addressing factors contributing to housing instability is a Consolidated Plan High Priority Need to be addressed with the City's CDBG and other local funding sources. The City will continue to support and coordinate with regional partner agencies to develop a strong and effective safety net system to help low-income individuals and families to maintain housing stability.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City will continue to coordinate with Placer County's Department of Health and Human Services Environmental Services Division when necessary to help reduce lead-based paint hazards and will educate City residents regarding options for testing, mitigation and abatement.

How are the actions listed above related to the extent of lead poisoning and hazards?

All recipients of CDBG funds for residential rehabilitation projects and housing assistance are required to comply with 24CFR 570.487(c) the Lead-Based Paint Poisoning Prevention Act; 24 CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures; Title X, Section 1018 Lead-Based Paint Disclosure Rule; and other applicable laws and regulations related to lead-based paint poisoning and prevention in residential buildings.

How are the actions listed above integrated into housing policies and procedures?
The City's CDBG funded housing programs will follow the regulations and rules noted in the previous paragraph. Program participants are provided the HUD *Protect Your Family From Lead in Your Home* brochure in the appropriate language.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City's anti-poverty strategy includes collaboration with regional partners to improve the quality of affordable housing in Rocklin, assure safe housing choices for lower-income residents, support social service agencies and encourage economic opportunities. Partners include the Placer County Department of Health and Human Services; the Homeless Resource Council of the Sierras (HRCS); the Roseville/Rocklin/Placer County Continuum of Care; the Placer County Housing Authority and the Roseville Housing Authority.

Based on the Consolidated Plan community outreach, surveys, consultations and data analysis, the City has designated the following Priority Needs to be addressed with CDBG funds over the five-year term to address persons in poverty:

High Priority Needs

- Provide services for low- and moderate-income families with children or youth, and services for seniors. Programs providing food and nutrition services for low- and moderate-income persons.
- Address factors contributing to housing instability and increasing the risk of homelessness for low- and moderate-income residents.

Low Priority Needs

- Provide housing rehabilitation assistance to low- and moderate-income homeowners to sustain and preserve the affordable single-family housing stock.
- Support economic opportunity by providing assistance to low- and moderate-income microenterprise business owners or to businesses that create and/or retain jobs for low- and moderate-income persons. Support job readiness for low- and moderate-income persons.

The Placer County Housing Authority and the Roseville Housing Authority operate a family self-sufficiency program that provides case management and financial incentives to residents to support achieving economic independence and reducing dependence on welfare assistance and rental subsidies.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The Consolidated Plan consists of an analysis of the City of Rocklin's housing and community development needs and how the City will direct the use of Community Development Block Grant (CDBG) and other public and private leveraged funds to address those needs.

Four of the Priority Needs identified in this plan are directly related to reducing the effects of poverty on the lowest-income residents. Goals in the plan dedicate expected CDBG funding to programs and projects that will directly impact persons in poverty.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Rocklin monitors recipients of CDBG funds. The City's monitoring system involving desk monitoring and on-site monitoring to ensure that the activities carried out in furtherance of the Consolidated Plan are done so in a timely manner and in accordance with the federal monitoring requirements of 24 CFR 570.501(V) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices.

The City views monitoring as an opportunity to provide technical assistance and support to help its subrecipients reach project and Consolidated Plan goals and improve service. The objectives of monitoring are:

- To assure that subrecipients are carrying out their program or project as described;
- To assure that subrecipients are implementing the program or project in a timely manner;
- To assure that subrecipients are assessing costs to the program or project which are eligible under CDBG regulations and the contract;
- To assure that subrecipients are conforming with other applicable laws, regulations, and terms of the agreement;
- To assure that the program or project is operating in a manner that minimizes the opportunity for fraud, waste, and mismanagement; and
- To assure that subrecipients have the capacity to carry out the approved project or program.

City staff will conduct desk monitoring, which involves a detailed application review including national objectives, eligible activities, cost reasonableness, request for payment, accomplishment and demographic data, environmental review, procurement and contracting, and labor standards.

City staff will also conduct on-site monitoring visits as needed for subrecipients. The on-site monitoring ensures consistency with the information in the application and contract.

The City will track and report on its progress toward meeting its housing and community development goals and all pertinent information will be incorporated into the Consolidated Annual Performance and Evaluation Report.

2025-2026 Annual Action Plan

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Consolidated Plan and Annual Action Plan are implemented by City staff in the Office of the City Manager. The purpose of the Action Plan is to meet the community development and housing needs identified in the Consolidated Plan through the use of CDBG funding. City staff encourage citizen participation throughout the Action Plan process. This includes consulting local organizations and encouraging public comment during the public review period and at the City Council public hearing to discuss the draft Annual Action Plan. Using research and input from the public, City staff formulated the objectives and outcomes that are briefly described below**.**

As of the date of this draft document, Congress has not approved a fiscal year 2025 budget. Therefore, HUD has not announced the City's allocation for the 2025-2026 program year. The anticipated resources noted below are an estimate based on recent year funding amounts, therefore the draft funding Project allocations below also are an estimate and subject to change based on the final HUD allocation amount.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public - federal	Admin and Planning Economic Development Housing Public Improvements Public Services	285,000.00	0.00	0.00	285,000.00	1,140,000.00	The City estimates receiving a total of $1,425,000 of CDBG funding over the five-year Consolidated Plan period. No program income generating activities are anticipated.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Rocklin endeavors to leverage CDBG dollars with local funds such as the Low- and Moderate-Income Housing Asset Fund and the General Fund. When available, the City may apply for additional federal or state funding to further community development and affordable housing goals.

There is no matching funds requirement for the CDBG program. The City of Rocklin does not receive HOME or Emergency Solutions Grant (ESG) funding that would require local match funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The 2021-2019 Housing Element update identifies parcels suitable for residential development. To help facilitate the development of affordable housing on these sites, the City works with interested developers and provides financial and/or regulatory incentives, as feasible.

In September 2019, the City purchased approximately 1.8 acres located between Oak and Pine Streets and Railroad Avenue and Pacific Street from the Successor Agency using the City's Low- and Moderate-Income Housing Asset Fund. On September 28, 2021, the City Council of the City of Rocklin adopted a resolution declaring these parcels, as well as the intersecting alley between the parcels, as surplus property. Community Housing Works (CHW) is working with the City of Rocklin on processing an application to develop the Pacific Street Apartments project. The Project is a 110-unit affordable multifamily community. The Project proposes a mix of one, two, and three-bedroom units in four (4) three-story apartment buildings, as well as a two-story leasing and amenity building, arranged around the site.

The State of California Department of General Services Real Estate Surplus Property website does not identify any available state-owned sites in the City of Rocklin.

Discussion

Despite the wide range of potential resources to serve these needs, funding is not expected to be sufficient to address all needs identified in the Consolidated Plan. Funding gaps are the most significant barrier to fully addressing housing and community development needs in the City of Rocklin.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Meet the needs of low/mod seniors	2025	2029	Non-Homeless Special Needs		Youth, seniors, food/nutrition services	CDBG: $26,150.00	Public service activities other than Low/Moderate Income Housing Benefit: 112 Persons Assisted
2	Assist victims of domestic violence/sexual assault	2025	2029	Non-Homeless Special Needs		Domestic violence/sexual assault/trafficking services	CDBG: $16,600.00	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted
3	Public infrastructure improvements	2025	2029	Non-Housing Community Development		Public infrastructure accessibility/safety	CDBG: $185,250.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3788 Persons Assisted

Table 2 – Goals Summary

Goal Descriptions

1	**Goal Name**	Meet the needs of low/mod seniors
	Goal Description	Provide home delivery of meals to homebound seniors. Provide groceries and basic essentials to low-income, homebound elderly and disabled adults.
2	**Goal Name**	Assist victims of domestic violence/sexual assault
	Goal Description	Provide therapy services to domestic and sexual violence survivors and crisis intervention and advocacy services to Rocklin domestic and sexual violence survivors.

3	**Goal Name**	Public infrastructure improvements
	Goal Description	Sidewalk repairs and accessibility improvements to remove architectural barriers in the public right-of-way and improve access and safety for disabled persons.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City accepted applications for 2025-2026 funding from December 13, 2024 through January 24, 2025. Virtual public meetings were conducted on November 5 and November 13, 2024 and an in person public meeting was held on December 5, 2024 to solicit public comments on needs in the community and to provide an explanation of available funding to potential applicants. A discussion was conducted during a public meeting of the City Council of the City of Rocklin on February 25, 2025 to discuss the Consolidated Plan Priority Needs and Goals. The Priority Needs and Goals will guide funding recommendations that will be presented to the City Council of the City of Rocklin on April 22, 2025 in the Annual Action Plan.

The City of Rocklin has selected the following Projects to receive CDBG funding for fiscal year 2025-2026.

Projects

#	Project Name
1	2025 Senior Services - Seniors First
2	2025 Mental Health Services - Stand Up Placer
3	2025 Senior Services - St Vincent de Paul
4	2025 Accessibility and Safety Projects - City of Rocklin
5	2025 Planning and Administration - City of Rocklin

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The above Projects were selected for CDBG funding based on the amount of available funding received from HUD; applicant capacity; project eligibility and feasibility; and consistency with needs and goals identified in the City of Rocklin 2025-2029 Consolidated Plan.

Anticipated CDBG funding is not sufficient to address the severity of need for very low-income households and special needs populations. The City endeavors to target the limited CDBG funds to the most vulnerable residents and neighborhoods of the community.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2025 Senior Services - Seniors First
	Target Area	
	Goals Supported	Meet the needs of low/mod seniors
	Needs Addressed	Youth, seniors, food/nutrition services
	Funding	CDBG: $12,450.00
	Description	Provide home delivery of meals to home-bound seniors in Rocklin.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The project will provide meals to an estimated 27 senior Rocklin families.
	Location Description	Citywide.
	Planned Activities	Provide home delivery of meals to home-bound seniors in Rocklin.
2	**Project Name**	2025 Mental Health Services - Stand Up Placer
	Target Area	
	Goals Supported	Assist victims of domestic violence/sexual assault
	Needs Addressed	Domestic violence/sexual assault/trafficking services
	Funding	CDBG: $16,600.00
	Description	The Victim Services Program will provide therapy services to domestic and sexual violence survivors and crisis intervention and advocacy services to Rocklin domestic and sexual violence survivors.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 15 individuals will receive crisis intervention services and the program will provide advocacy to 60 individuals.
	Location Description	Services will be provided at a confidential location in Roseville.
	Planned Activities	Direct labor includes advocates, program coordinators, marriage and family therapists, the clinical program manager, and the advocacy program manager. These individuals will provide direct services to clients.
3	**Project Name**	2025 Senior Services - St Vincent de Paul

	Target Area	
	Goals Supported	Meet the needs of low/mod seniors
	Needs Addressed	Youth, seniors, food/nutrition services
	Funding	CDBG: $13,700.00
	Description	St Vincent de Paul's BAGS Home Delivery program will provide groceries and basic essentials to low-income, homebound elderly and disabled adults.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The program is estimated to serve 85 low-income homebound seniors or disabled adults.
	Location Description	Citywide.
	Planned Activities	Groceries and basic essentials delivered to eligible Rocklin residents who are low-income, homebound elderly and disabled adults.
4	**Project Name**	2025 Accessibility and Safety Projects - City of Rocklin
	Target Area	
	Goals Supported	Public infrastructure improvements
	Needs Addressed	Public infrastructure accessibility/safety
	Funding	CDBG: $185,250.00
	Description	Improvements within the public right of way and pedestrian paths of travel to benefit disabled individuals in the City of Rocklin by improving their accessibility along Sunset Boulevard between S. Whitney Boulevard and Third Street serving census tracts 211.03, 211.06 and 211.29.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The U.S. Census 2023 ACS estimates that there are 682 Rocklin residents age 18 or older with an ambulatory difficulty residing in census tracts 211.03, 211.06 and 211.29.
	Location Description	Emphasis for projects addressing Americans with Disabilities Act (ADA) access will be along Sunset Boulevard between S. Whitney Boulevard and Third Street serving census tracts 211.03, 211.06 and 211.29.
	Planned Activities	Sidewalk repairs and accessibility improvements to remove architectural barriers in the public right-of-way and improve safety for disabled persons citywide. Potential activities over the plan period may include installation of auditory pedestrian crossing signals, curb cuts, sidewalks leading up to those curbs, wheelchair ramps, and improved accessible path of travel.

5	**Project Name**	2025 Planning and Administration - City of Rocklin
	Target Area	
	Goals Supported	Not applicable.
	Needs Addressed	Not applicable.
	Funding	CDBG: $57,000.00
	Description	Provide general administration of the CDBG program including planning and reporting activities.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	Not applicable.
	Planned Activities	Provide general administration of the CDBG program including planning and reporting activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Based on the HUD CPD Mapping Tool, the City of Rocklin does not have significant, dense areas of low-income residents, nor are there areas of significant racial or ethnic minority concentration. The City will not direct CDBG funds to a specific geographic area.

Geographic Distribution

Target Area	Percentage of Funds

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City will direct CDBG funding to Rocklin households and neighborhoods identified in the Consolidated Plan as having Priority Needs.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Due to the relatively small amount of CDBG funds available, Rocklin does not utilize CDBG funds for the housing action items in the tables below.

The City contracts with the Roseville Housing Authority to administer Housing Choice Voucher rental assistance vouchers. There are currently 284 Rocklin households receiving rental assistance through the Roseville Housing Authority. The Placer County Housing Authority provides rental assistance to approximately 111 Rocklin households. The City supports low- and moderate-income individuals and families, including persons experiencing homelessness and those with special needs, by providing funds to service provider agencies working with these populations.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	395
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	395

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

Persons to be supported with CDBG include senior meal and food delivery (an estimated 112 individuals); therapy services, crisis intervention and advocacy services for survivors of domestic and sexual violence.

AP-60 Public Housing – 91.220(h)

Introduction

There are two public housing authorities that provide Housing Choice Voucher rental assistance to residents of the City of Rocklin. They are the Placer County Housing Authority and the Roseville Housing Authority. However, there are no public housing units located in the City of Rocklin.

Actions planned during the next year to address the needs to public housing

Not applicable. There is no public housing in the City of Rocklin.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There is no public housing in the City of Rocklin.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. The Placer County Housing Authority and the Roseville Housing Authority are high performing agencies.

Discussion

The City will continue to support available rental assistance programs that meet the needs of Rocklin residents.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homelessness has been, and continues to be, a concern for Rocklin Residents. The 2021-2029 Housing Element identifies addressing factors contributing to housing instability and factors that increase the risk of homelessness for low- and moderate-income residents as a high priority need in the community. Housing instability and homelessness were identified as high priority needs during Public Community Meetings held to solicit input regarding the Consolidated Plan and the Annual Action Plan. Respondents to the Community Needs Survey and local service providers who were consulted also voiced concerns regarding housing instability and homelessness. The 2024 Placer County Point-in-Time Homeless Count found 39 homeless individuals living in the City of Rocklin.

The City supports programs that provide assistance to persons at risk of or experiencing homelessness. In addition to making CDBG public service funds available to these organizations, the City expends Low- and Moderate- Income Housing Asset Funds (LMIHAF) for Homelessness Prevention and Rapid Rehousing (HPRR) annually. The City of Rocklin has a seat on the governing board of the Roseville/Rocklin/Placer County CoC (CA-515). This City board member helps shape the funding and policy decisions of the CoC and facilitates information sharing between the two agencies.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City Council of the City of Rocklin has identified homeless prevention as a priority need in the City, and the community outreach efforts during the 2025-2029 Consolidated Plan preparation also reflect this need. The City has set goals to address homeless prevention and support services with the Public Services allocation of this year's funding. However, this amount is insufficient to address all needs. Due to the limited funding, the City also leverages the LMIHAF Homeless Prevention and Rapid Rehousing funding.

The City of Rocklin has a Community Oriented Policing and Problem Solving (COPPS) unit with one full time dedicated officer who conducts homeless outreach. This officer works with community partners, including Placer County Health and Human Services, Placer County Probation, The Gathering Inn, and others to provide services and shelter to the unsheltered homeless population in Rocklin. The City has established a goal to continue this outreach in this program year.

The Homeless Resource Council of the Sierras (HRCS) and the Roseville/Rocklin Placer County Continuum of Care (CoC) conduct an annual Housing Inventory Count (HIC) of shelter beds and housing for persons experiencing homelessness; along with an annual Point-in-Time (PIT) count of sheltered and unsheltered homeless persons. The counts are conducted during the last ten days in January as required by HUD homeless funding programs. The Housing Inventory Count (HIC) is a report that informs the homeless assistance community on the capacity to house persons who are homeless at local and national levels. The PIT provides the homeless assistance community with the data needed to understand the number and characteristics of persons who are homeless at one point-in-time. In 2024,

the count for Rocklin was 39 individuals. Of those individuals, 7 were sheltered and 32 were unsheltered. The City of Rocklin has a seat on the governing board of the CoC. The City board member helps shape the funding and policy decisions of the CoC and facilitates information sharing between the two agencies. The City has established a goal to continue this partnership between the two agencies and retain a seat on the CoC governing board.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although there are no transitional housing or emergency shelter facilities located within Rocklin, the Placer County Department of Health and Human Services Adult System of Care operates a transitional housing facility for homeless persons with mental health disabilities just outside the city limits. There are several programs located in nearby Roseville that serve homeless Placer County residents, including those from Rocklin.

The Volunteers of America HomeStart program offers transitional housing for homeless children and their families. TGI operates an emergency housing program serving homeless individuals that offers overnight housing at various churches within South Placer County as well as supportive services at their main office in Roseville. The City of Rocklin has provided local funds to support TGI in recent years, rather than the limited amount of CDBG public service funding available. The Lazarus Project provides food, housing, clothing, guidance, counseling, education, job training, budgeting classes, parenting classes, and access to health care for persons recovering from homelessness, unemployment, abuse, addiction, and physical and/or mental impairment.

The City will continue to coordinate with these organizations to develop a strong system to meet the needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

HUD data from the 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) estimates that there are 2,190 low- and moderate-income Rocklin households paying in excess of 50% of household income towards housing costs, which indicates that they are at imminent risk of homelessness. As noted above, the City supports programs that assist homeless and chronically homeless individuals and families.

The loss of a job, a raise in rent, an eviction, or domestic violence can easily lead to homelessness for many low- and moderate-income individuals and families. The City also assists the homeless county-wide through its participation in the Homeless Resource Council of the Sierras (HRCS)/Placer County Continuum of Care. The Continuum of Care (CoC) programs are created to address the problems of homelessness in a comprehensive manner.

There are several organizations providing emergency food in the Placer County area, including First

United Methodist Church of Loomis, St. Mark's Anglican Episcopal, and United Methodist of Newcastle. Placer Food Bank conducts a free farmers market one day each month in Rocklin at Johnson Springview Park. The Salvation Army and St. Vincent de Paul also provide food and nutrition assistance to the homeless. When families and individuals do not have to pay for food, they have more income remaining to stay current on rent payments and avoid a return to homelessness.

TGI, Volunteers of America, and the Salvation Army all report that they provide services to Veterans and their families. The Lighthouse Counseling & Family Resource Center offers families and individuals free counseling, educational classes, and programs that help with a range of personal challenges from anxiety and depression, abuse and neglect, and trauma. Classes offered aid clients with employment, empowerment, emotional management, and other life skills.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Rocklin works with and supports the Placer Consortium on Homelessness (PCH) and the Homeless Resource Council of the Sierras (HRCS) to address the needs of local residents experiencing homelessness. HRCS is a nonprofit organization serving as the "collaborative applicant" and “administrative entity” for the Roseville/Rocklin/Placer County Continuum of Care (CoC). The City of Rocklin has a seat on the governing board of the CoC. The City board member helps shape the funding and policy decisions of the CoC and facilitates information sharing between the two agencies.

The City supports programs providing assistance to persons at risk of or experiencing homelessness. In addition to making CDBG funding available to these organizations, the City also expends Low- and Moderate- Income Housing Asset Funds for Homelessness Prevention and Rapid Rehousing annually.

The City maintains contact information on its website for community resources including: affordable housing, food distribution, education, resources for seniors and veterans, homeless services, and services for victims of domestic violence or sexual assault.

Discussion

The City will continue to coordinate with our partners to develop a strong and effective system to meet the needs of persons experiencing homelessness in our community.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Rocklin 2021-2029 Housing Element identifies land cost, construction cost, market financing, and governmental constraints as potential impediments to affordable housing and residential investment.

Government constraints impacting housing development can include zoning regulations, which dictate land use and can limit the availability of land for new housing or restrict the types of housing that can be built. Permit approval processes can delay projects and increase costs for developers. High development fees and impact fees, often imposed to fund public services and infrastructure, can add significant expenses to housing development, making affordable housing projects less financially viable. Additionally, building codes and environmental regulations, while essential for safety and sustainability, may increase complexity and costs, further constraining the pace and scope of new housing developments. These factors, combined with potential community opposition or restrictive growth policies, can collectively limit the availability and affordability of housing in Rocklin.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Rocklin recognizes there are certain public policies, particularly zoning and land-use regulations, that pose challenges in increasing affordable housing opportunities and residential investment. This is revealed in higher housing costs, a shortage of affordable housing in relation to demand, and higher land costs. Inflexible or outdated regulations contribute to this problem. The 2021-2029 Housing Element includes the following policies aimed at addressing barriers to affordable housing development:

- Policy 3.4: Continue to work with developers requesting General Plan Amendments converting nonresidential designation to residential uses or from a higher density residential category to a lower density residential category to incorporate affordable housing as a component of the overall development. As an objective, target up to ten percent of the units as affordable, depending on the level of affordability or other amenities provided. Pursue the inclusion of extremely low-income units whenever possible in the negotiated target number of affordable units.
- Policy 4.1: Provide regulatory and/or financial incentives, where appropriate, to offset or reduce the costs of affordable housing development, including density bonuses and flexibility in site development standards.
- Policy 4.2: Periodically review City regulations, ordinances, departmental processing procedures, and residential fees related to rehabilitation and/or construction to assess their impact on housing costs, and revise as appropriate.
- Policy 5.2: In conjunction with surrounding jurisdictions, actively pursue State, Federal, and other funding sources for affordable housing activities.
- Policy 6.3: Promote housing that meets the special needs of the homeless, seniors, large families, and persons with disabilities.

In addition to these policies of the Housing Element, the City has also created an Affordable Housing Incentive Program which provides development impact fee reductions, fee deferrals, and low interest loans for qualified affordable housing developments.

Discussion:

There are a number of barriers to affordable housing development that are out of the City's control. Both construction and land costs have been increasing exponentially year-over-year, making the development of affordable housing increasingly less profitable for developers. Interest rates for construction loans have generally increased over the past five years, reflecting broader trends in monetary policy and economic conditions. Environmental regulations, coupled with the complex requirements for using State and Federal funds in affordable housing development, have made it more challenging to find qualified developers and ensure project feasibility. The City will continue to implement programs, when feasible, to support affordable housing development.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to homelessness and affordable housing development issues noted above, public participation comments revealed concerns regarding additional populations. Community need priorities were determined through public outreach including three publicly noticed community meetings, web-based surveys for Rocklin residents, consultation with housing and service providers, consultation with City staff, service provider questionnaires, and analysis of available census and other data relating to the needs of low- and moderate-income persons.

Actions planned to address obstacles to meeting underserved needs

The City will encourage area service providers to offer services in the community. The City will continue to use CDBG dollars and local funds to address underserved needs and promote the availability of services on the City's website.

During 2025-2026 Program Year, CDBG funding will be used to fund:

- Programs providing services to victims of domestic violence and sexual assault;
- Programs providing assistance to seniors and disabled persons through food and essentials delivery programs; and
- Completion of accessibility and safety projects.

Actions planned to foster and maintain affordable housing

Staff from the Community Development Department and Office of the City Manager regularly review Housing Element programs, objectives, and progress towards accommodating the City's share of the regional housing need. An annual progress report will be prepared and provided to the California Office of Planning and Research and California Department of Housing and Community Development. Depending on funding availability, the City will consider modifications to Housing Element programs as

necessary and appropriate to implement General Plan goals and policies.

Actions planned to reduce lead-based paint hazards

The City will continue to coordinate with Placer County's Department of Health and Human Services Environmental Services Division as needed to help reduce lead-based paint hazards and will educate City residents regarding options for testing, mitigation and abatement.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy includes collaboration with regional partners to improve the quality of affordable housing in Rocklin, assure safe housing choices for lower-income residents, support social service agencies and encourage economic opportunities. Partners include the Placer County Department of Health and Human Services; the Homeless Resource Council of the Sierras (HRCS); the Roseville/Rocklin/Placer County Continuum of Care (CoC); the Placer County Housing Authority and the Roseville Housing Authority.

The Placer County Housing Authority and the Roseville Housing Authority operate a family self-sufficiency program that provides case management and financial incentives to residents to support achieving economic independence and reducing dependence on welfare assistance and rental subsidies.

Actions planned to develop institutional structure

The City relies on a network of public sector and non-profit organizations to implement the Annual Action Plan. These organizations play a large role in directly providing housing and services to low-income, homeless, and special needs populations throughout Rocklin. The system's strengths include the collaborative manner in which these diverse groups work together to maximize available resources. The City's institutional delivery structure is strong and well-coordinated with little duplication of services.

The Placer County Homelessness Response Project Phase 1 was implemented June of 2021 through April 2022 and focused on bringing elected representatives, law enforcement, the Continuum of Care (CoC), and healthcare and social service providers together to develop an inventory of current programs and services and to identify gaps for consideration. Phase 2 included monthly meetings from June 2022 to September 2023 identifying four key priorities: public safety and social services partnerships; emergency housing; permanent supportive housing; and communications and public engagement. At the conclusion of the Homeless Response Project, the Local Government Advisory Committee (LoGAC) was created as a subcommittee of the CoC to continue the collaboration of the working group and address homelessness in the region.

The planning group recommended future efforts to memorializing regional priorities, strategies and tactics identified across both phases of work and convening an intergovernmental committee of the CoC that would allow local jurisdictions to continue to collaborate and share ideas while becoming better informed of and integrated with the regional work of the CoC. For future consideration, the planning group suggested consideration of implementation/funding for the Peer Outreach Worker Pilot Program, conducting a six month review of data from the mobile temporary shelter at the government center, seeking future siting for permanent supportive housing, exploring congregant emergency shelter

alternatives such as the navigation center model, and development and implementation of a project website and coordination between the County and local jurisdictions to ensure consistent messaging to the public.

The second recommendation has been implemented through the Local Government Advisory Committee (LoGAC) which consists of executives from local governments in the region. The purpose of the LoGAC is to continue the work of the Homelessness Response Project and bring forward solutions to address homelessness in the region.

Actions planned to enhance coordination between public and private housing and social service agencies

The City develops relationships with private for-profit developers and non-profit housing developers. The City consults with service providers and organizations serving low- and moderate-income Rocklin residents, such as:

- Service providers that address the needs of low- and moderate-income households as well as targeted populations such as persons with special needs or disabilities;
- Affordable housing providers;
- Housing advocates;
- Housing professionals;
- Public agencies (such as school districts, health services, and public works);
- Economic development and employment organizations; and
- Community and neighborhood groups.

Discussion:

The 2025-2026 Annual Action Plan focuses on activities that are appropriate for the use of CDBG funds, which are provided to the City by HUD on an annual basis. Based on previous years' allocations, it is estimated that the City will receive an allocation of approximately $285,000 for the fiscal year 2025-2026. In addition to these funds, the City may use local funding such as the Low- and Moderate-Income Housing Asset Fund for Homeless Prevention and Rapid Rehousing and other state or federal sources to address the housing, homelessness and non-housing community development needs noted in this plan.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following table identifies program income that is available for use that is included in projects to be carried out. The City does not currently have a balance of program income and does not plan to receive program income in FY 2025-2026. The City has not received a section 108 loan or urban renewal settlement funding; has not administered a float-funded activity; and has not returned any funds to the line of credit that has not been included in prior plans.

All Projects anticipated for funding in 2025-2026 are low- and moderate-income benefit. The City does not anticipate funding an urgent need activity.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
5. The amount of income from float-funded activities	$0
Total Program Income	$0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100% 2025-2026

Housing Trust Fund (HTF)
Reference 24 CFR 91.220(l)(5)

1. Distribution of Funds

This section is not applicable. HUD has not allocated Housing Trust Fund money to the City of Rocklin.

a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).

b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.

c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. **Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. **Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon

project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; Capital Needs Assessments (if applicable); and broadband infrastructure (if applicable).

6. **Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

7. **HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

8. **Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

9. **Refinancing of Existing Debt.** Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

Discussion:
Not applicable.

Appendix A

City of Rocklin

Update to the Analysis of Impediments to Fair Housing Choice

The City of Rocklin is a recipient of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). This report describes the City's efforts to reduce the incidence and impact of housing discrimination for Rocklin residents.

HUD Analysis of Impediments Requirement
Starting in 1995, HUD required CDBG grantees to develop and implement an Analysis of Impediments to Fair Housing (AI) every five years. In 2015, HUD replaced the AI with a new requirement, the Assessment of Fair Housing (AFH). Both the AI and the AFH requirements were dropped in 2020. In 2023, HUD issued a *Notice of Proposed Rulemaking* to take comments on a new process for complying with AFFH requirements, but the new rule has not been implemented. Although the City is no longer required to maintain a current AI, the City desires to update the AI to ensure it is reflective of actions taken by the City to further fair housing. HUD still requires the City to certify that it will Affirmatively Further Fair Housing (AFFH) when applying for CDBG funds each year. The City will continue to meet HUD requirements for Fair Housing as they are implemented.

Sacramento Valley Regional AI
In 2019 and 2020, Rocklin joined regional jurisdictions and agencies to create the Sac Valley Fair Housing Collaborative (SVFHC). The goal of the SVFHC was to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination on a regional basis. The SVFHC developed a regional AI, the *Sac Valley Analysis of Impediments to Fair Housing Choice*, which was adopted by the City Council of the City of Rocklin on April 14, 2020.

The following agencies participated in the SVFHC effort and the regional AI:

- City of Citrus Heights
- City of Davis
- City of Elk Grove
- City of Folsom
- City of Galt
- City of Isleton
- City of Rancho Cordova
- City of Rocklin
- City of Roseville
- City of Sacramento
- Housing Authority of Sacramento

- Sacramento County
- Sacramento Housing and Redevelopment Agency
- City of West Sacramento
- City of Woodland
- Yolo County Housing Authority

Community engagement was a key factor in the development of the Sac Valley AI. This included focus groups with residents and stakeholders, "pop up" engagement at local events, and a resident survey. Stakeholder focus groups were supplemented with in-depth interviews.

Outreach to the community was paired with an analysis of available data relating to income, areas of concentration for minority groups, homeownership rates, housing cost burden, displacement and access to opportunity. The following is a summary of findings related to the City of Rocklin.

2020 Sac Valley AI Data	Data Update (if available)
Rocklin's 9% poverty rate tied with Roseville for the lowest rate in the region.	Based on the U.S. Census 2023 American Community Survey (ACS) estimates, the poverty rate in Rocklin has been reduced to 6.2%.
Rocklin tends to have a higher rate of non-Hispanic White or Asian residents.	2023 ACS data indicates that there are 20% more White residents in Rocklin than in the Sacramento-Roseville-Folsom Metropolitan Area. Other races do not show a significant difference. There are 8% fewer Hispanic/Latino residents than the metro area.
The homeownership rate in Rocklin is 10% higher for non-Hispanic White households than for Hispanic households. However, compared to the region, Rocklin has one of the highest rates of Black/African American and Hispanic homeownership rates.	The 2023 ACS estimate reports homeownership rates by race/ethnicity to be: White 72.3%; Asian 10.9%; Other 6.9%; Two or more races 8.5%; Hispanic origin 12.8%. The ACS did not report a homeownership rate for Black/African American, American Indian/Alaskan Native, or Native Hawaiian/Other Pacific Islander because numbers sampled were insufficient for estimation.
Across the region, Black/African American and Hispanic households experience housing problems more often than other races or ethnicities (cost burden, overcrowding, incomplete plumbing and/or cooking facilities).	HUD data from the 2016-2020 ACS indicates that although all race and ethnic groups are affected by Housing Cost Burden, Black/African American and American Indian/Alaskan Natives experience a Severe Housing Cost Burden at a significantly higher rate than other groups. Extremely Low-Income Households of Hispanic ethnicity report a much higher incidence of Housing Problems and Severe Housing Cost Burden than non-Hispanic households.
A survey of over 500 regional lower-income residents indicated that 25% had been displaced from a housing situation in the preceding five years. The most common reasons for displacement were a rent	Current data on the rate of displacement is not available. However, service providers working with lower income residents report the primary causes of housing instability to be:

increase, personal reasons, the landlord sold the home and the home was in an unsafe condition.	Lack of consistent income source that is adequate to cover housing costs and other necessities. Generational homelessness (experienced homelessness with parents) results in a higher risk of homelessness. Untreated mental health, substance use disorders, and developmental disabilities may cause individuals to struggle with employment, self-care, navigating services, and getting along with neighbors/roommates. Chronic health conditions and disabilities. Victims of domestic violence may be financially abused and often do not have access to household funds/assets to help them secure housing, may not have recent work experience. Sex trafficking victims may have criminal histories. Victims of domestic violence, sexual assault and sex trafficking frequently have serious mental health or substance use disorders, often direct results of victimization.
There is little disparity in school quality between lower and higher income neighborhoods and all races and ethnicities have similar access to proficient schools.	According to the State of California Department of Education's School Dashboard, all Rocklin Unified schools (except for alternative schools) are rated in the medium to high range for English Language and Mathematics compared to all schools statewide.
Public transportation, especially bus routes and connections with neighboring communities is an issue.	Rocklin is served by the Placer County Transit Agency (PCTA), which offers bus service to and from Sacramento, and the Amtrak Capitol Corridor train. In 2023, PCTA initiated an on-demand micro transit service. At present, all the south Placer region's on-demand service areas are covered by micro transit service. The Placer County Transportation Planning Agency works with the transit providers and the public to identify any transit needs that are not currently being met. The 2024/2025 Unmet Needs Report states that bus service in Rocklin is limited and better connection with other cities is needed. More early morning, late hours and Sunday routes are needed.
Rocklin residents are seen as having access to economically strong and healthy neighborhoods.	In 2023, the City of Rocklin conducted a National Community Survey™ (The NCS™) that compared ten facets of "livability" with national averages. Approximately 90% of participants gave Rocklin a positive rating for overall quality of life and the City received an 88% rating for overall economic health.

The members of the SVFHC agreed to focus on developing solutions to fair housing issues and inequity of opportunity that would:

1. Increase homeownership among under-represented groups;
2. Expand affordable rental opportunities; and
3. Focus on a range of equity issues in accessing opportunity.

The City of Rocklin was included as responsible for committing to the following actions in the Sac Valley AI:

Goal	Action Item	Progress
Incentivize and increase opportunities for affordable homeownership.		
	Administer the City's Affordable Housing Programs.	Vicara at Whitney Ranch - 264 low-income condos, with 2- and 3-bedroom units. Resale restrictions remain on the unit to maintain affordability for 30 years. The City provided CDBG funds for the Home Handyperson Program assisting low-income homeowners needing home repairs until it was discontinued during COVID. On January 23, 2024, the City also adopted the Affordable Housing Incentive Program, which offers cash assistance. fee reductions, and fee deferrals for qualified affordable housing developments.
	Post marketing information on the City website regarding homeownership opportunities for lower income households.	The City's website maintains information regarding affordable homeownership opportunities and programs to support lower income homeowners.
	Administer the Downpayment Assistance Program.	The program was active from 2008 through 2011. Downpayment Assistance for the City's Affordable Housing Program, Vicara at Whitney Ranch, was administered concurrently with the initial purchases of units. Staff continue to facilitate loan payoff and transfer at the time of unit sale.
Expand and preserve affordable rental opportunities		
	Annual distribution of educational materials.	Annually, the City completes the Apartment Survey, which provides information to the public about all apartments in the City, including their price. Affordable complexes are highlighted for ease of reference. The Apartment Survey is posted on the City's website. The City also maintains affordable housing and fair housing enforcement information on the website.
	Administer the City's Affordable Housing Program.	The Affordable Housing Incentive Program for Qualified Affordable Housing Developments was adopted by City Council by 1/23/24.
	Market affordable housing on the City's website.	The City's website maintains Information regarding the Roseville and Placer County Housing Authorities, resources for persons with disabilities, and assistance/facilities for persons at risk or experiencing homelessness.

	Address available site inventory in the 2021-2029 Housing Element.	The City of Rocklin 2021-2029 Housing Element was adopted in November 2020. It includes Program 10 which commits the City to rezoning 205.72 acres to accommodate the lower income housing need and 77.75 acres to accommodate the moderate-income housing need.
	Maintain an inventory of affordable units at risk of conversion to market rate and explore opportunities to preserve affordability.	The 2021-2029 Housing Element Program 4 commits the City to monitoring the status of at-risk units and working with owners and potential purchasers to sustain long term affordability. The City provides tenants rights, fair housing and rental subsidy information on the City website.
	Evaluate existing zoning codes and general plan designations to facilitate infill development.	Program 7 of the 2021-2029 Housing Element supports the development of Accessory Dwelling Units (ADUs) by providing information on the City website, development of plans to reduce permit costs, exploring funding options and monitoring construction and/or rental of ADUs regarding affordability. A dedicated Permit Ready ADU webpage is available on the City's website as of January 2025.
	Engage the private sector in affordable housing solutions.	As part of the Housing Element process, the City identified additional parcels suitable for residential development. To help facilitate the development of affordable housing on these sites, the City will work with interested developers and provide financial and/or regulatory incentives, as feasible. The City also partners with private affordable housing developers and offers incentives to construct affordable housing through the Affordable Housing Incentive Program.
Expand equity in access to economic opportunity		
	Make CDBG funds available for infrastructure improvements in low-income areas and for public services.	CDBG funds are available and have been used to complete sidewalk repairs and improvements within the public right of way and pedestrian paths of travel to benefit disabled individuals.
	Make CDBG funds available to support mental health, persons with disabilities and housing instability.	CDBG funds are available and have been used to support programs assisting victims of sexual and domestic abuse and human trafficking; food distribution for seniors including basic nutrition; therapy services to children, adults and families to support the recovery from trauma; and services to prevent chronic homelessness.

Appendix B

City of Rocklin

Community Needs Survey

Conducted October 23, 2024 through December 5, 2024.

The City of Rocklin initiated outreach for the 2025-2029 Consolidated Plan process by conducting a survey of the needs of low- and moderate-income community residents and neighborhoods. The needs survey was advertised on the City's website and social media; through emails to interested stakeholders; to members of the Roseville/Rocklin/Placer County Continuum of Care (CoC); and was announced during the Consolidated Plan public community meetings.

A link to the survey website was emailed to interested parties including recent CDBG recipient agencies and organizations representing youth, homeless persons, seniors, the Hispanic community, persons with mental illness, public health, persons with disabilities, veterans and victims of child abuse. The survey was originally planned to end in November, but was extended to December 5, 2024 to encourage additional participation.

Respondents

The City received 13 responses to the survey and ten respondents identified as Rocklin residents. Three indicated that they were social service providers. Due to the limited number of responses, the survey cannot be considered statistically significant. However, participants are primarily Rocklin residents and the survey results provide a valuable reflection of their opinions regarding needs in the community.

Needs Categories

Of the following needs categories, respondents indicated that the need for Community Services is the most significant need over the next five years. There was a tie for second place between Affordable Housing, Infrastructure Improvements for Low-income Neighborhoods and Neighborhood Improvement Programs. There was also a tie between Economic Development, Homeless Housing Programs and Community Facilities for third place.

When asked to rank activities that would have the most significant impact in the community, the top four responses received were (three-way tie for second place):

1. Community services
2. Affordable housing
   Infrastructure Improvements for Lower-income Neighborhoods
   Neighborhood Improvement Programs

Within various needs categories, participants were asked to rate types of services as Great Need, Some Need, Little Need or No Need. Based on participant responses, the CDBG-eligible activities listed below are ranked as the highest need for low- and moderate-income residents and neighborhoods in Rocklin. Following the list are graphical representations of survey responses.

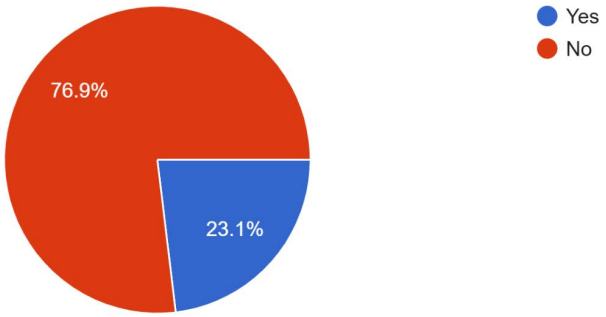
Development of childcare centers and employment training for low- and moderate-income persons received the highest need ranking. Tied for second were public services for youth and seniors; in addition to affordable housing for seniors. More youth centers for low- and moderate-income youth and provision of substance use/mental health treatment tied for third place. It should be noted that activities receiving the lowest ranking were identified by many respondents as areas of need; however, they did not receive as many higher need scores as higher-ranking activities.

Ranking	***CDBG Eligible Activities***
1	Childcare centers
	Employment training
2	Youth activities
	Senior services
	Senior housing
3	Youth centers
	Substance use/mental health services
4	Senior Centers
5	Permanent supportive housing
6	Emergency shelter/housing navigation services
	Mental health services
7	Homeowner accessibility improvements
	Tree planting
8	Outreach to street homeless
	Sexual assault/domestic violence/human trafficking services
	More affordable rental units
9	Homeless services
10	Trash and debris removal
	Housing rehabilitation for homeowners
	Substance use services
	Community center
	Parks and recreational facilities
	Streetlighting
	Cleanup of abandoned lots/buildings
11	Drainage improvements
12	Homebuyer assistance
	Start-up business assistance to create or retain jobs
	Sidewalk accessibility (such as curb cuts)
	Street improvements (such as widening or traffic lights)
13	Housing for persons with disabilities
14	Fair housing services
	Business façade improvements
	Water/sewer improvements

15	Libraries
16	Housing for larger families
17	Loans to existing businesses to create or retain jobs

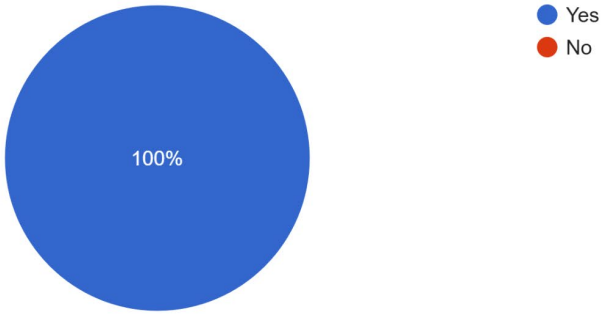
Do you represent an agency or organization serving lower-income Rocklin residents?

13 responses



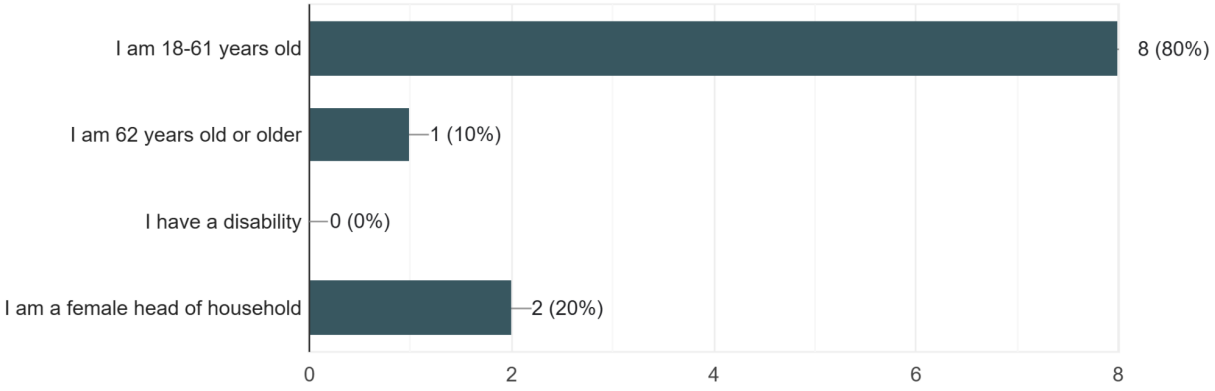
Are you a resident of the City of Rocklin?

10 responses



Please indicate any of the following that apply to you.

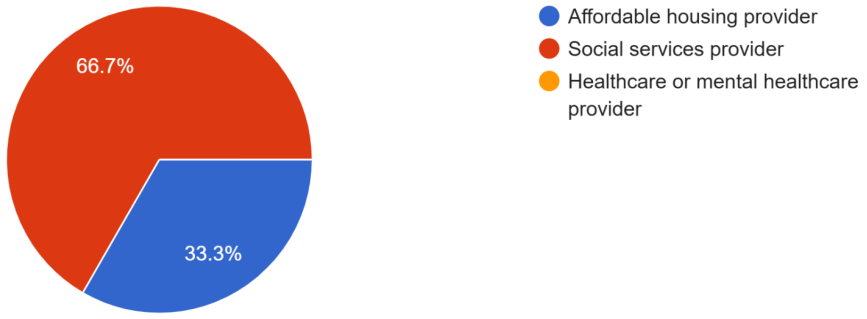
10 responses



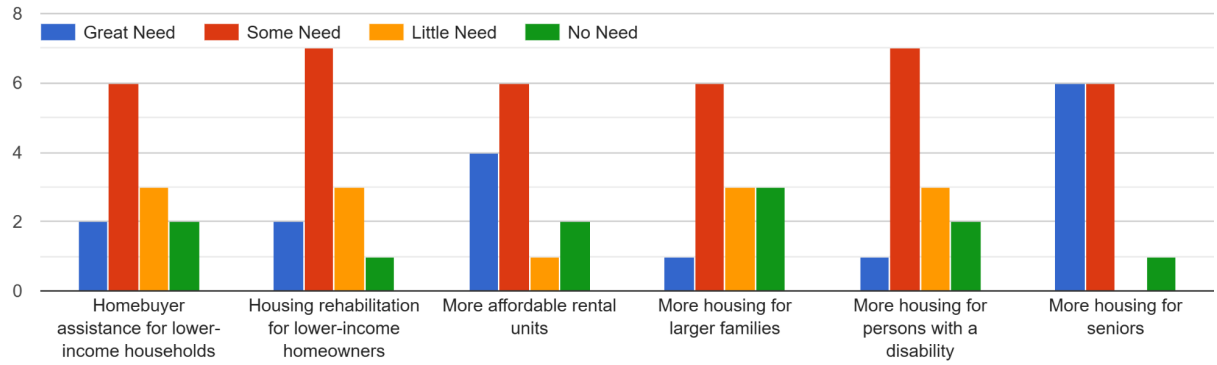
If you represent an agency or organization, please indicate agency type.

Select which type of agency.

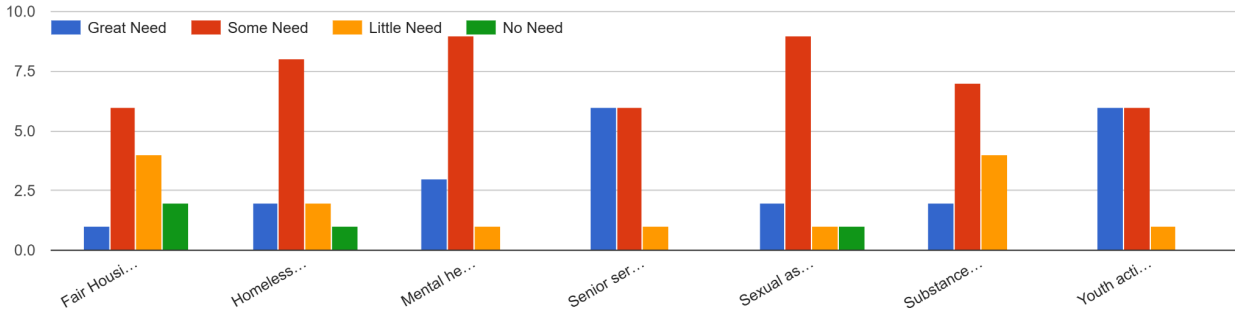
3 responses



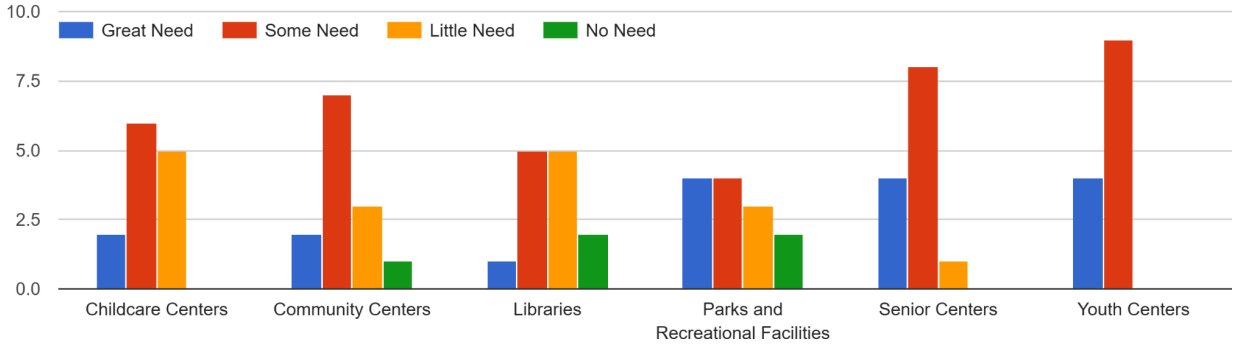
Please rank the need for the following services and facilities in Rocklin. Affordable Housing



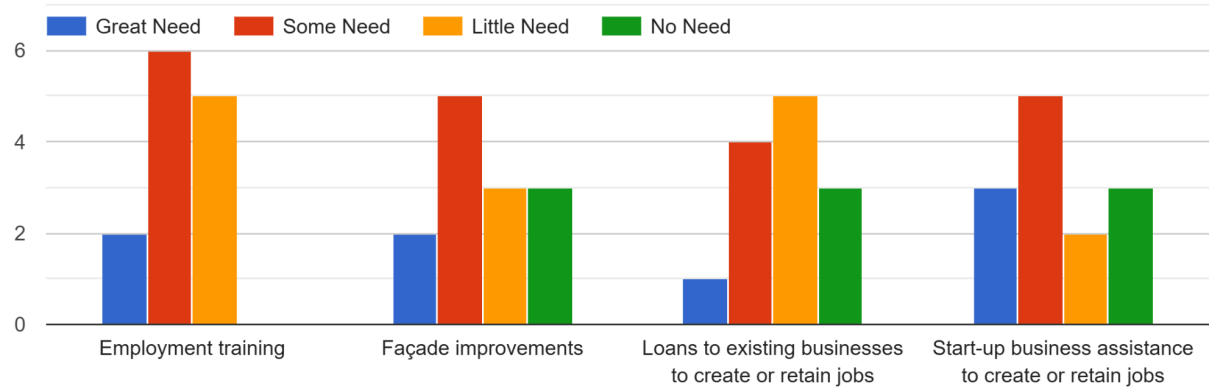
Please rank the need for the following services and facilities in Rocklin. Public Services



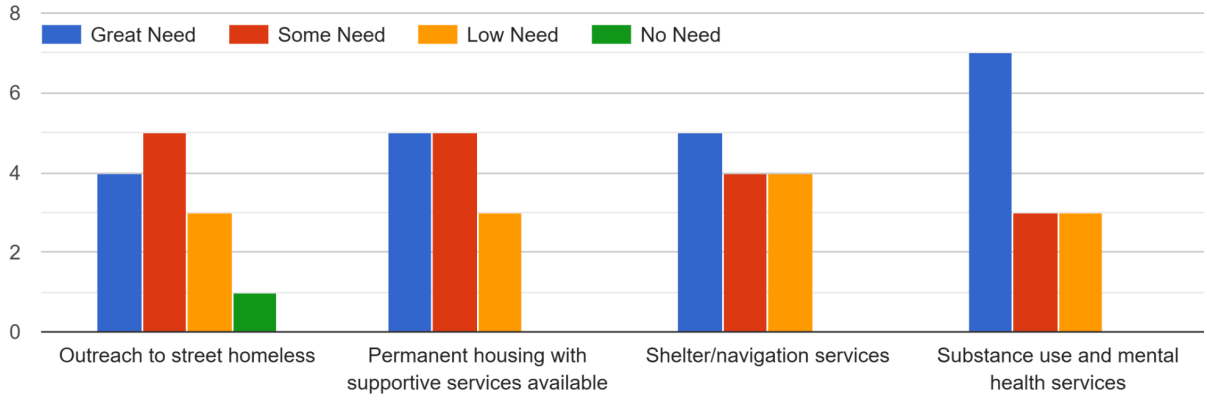
Please rank the need for the following services and facilities in Rocklin. Community Facilities



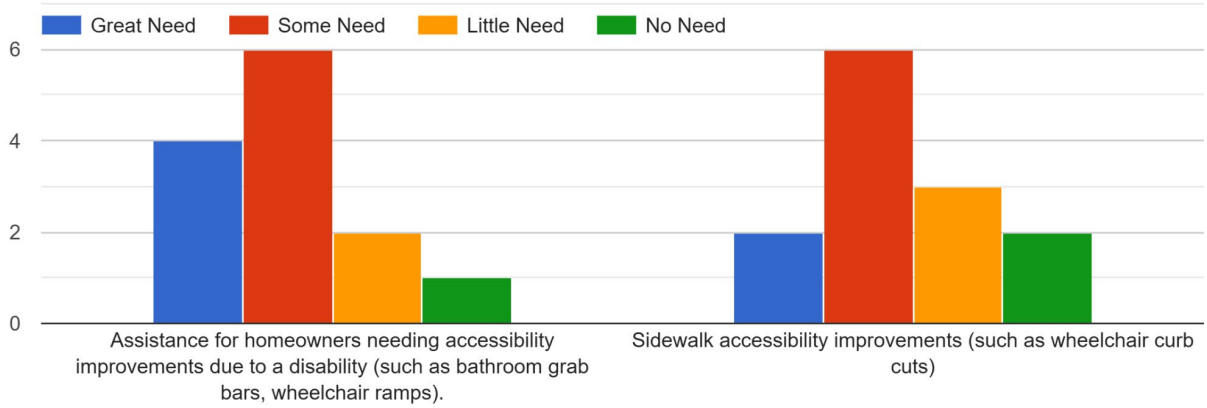
Please rank the need for the following services and facilities in Rocklin. Economic Development



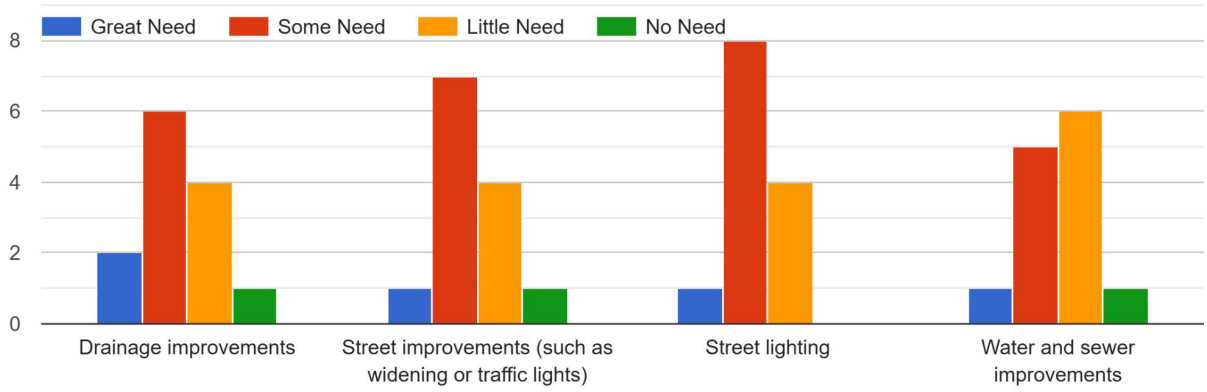
Please rank the need for the following services and facilities in Rocklin. Persons Experiencing Homelessness



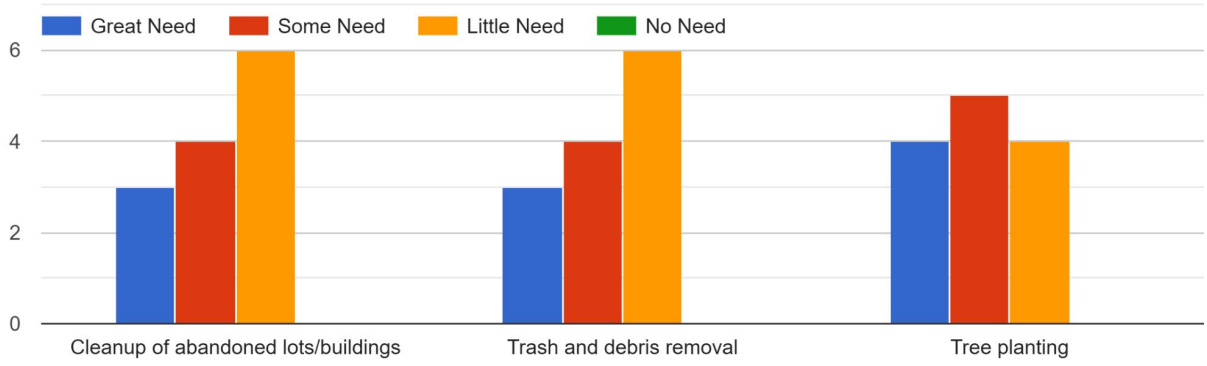
Please rank the need for the following services and facilities in Rocklin. Persons with a Disability



Please rank need for the following services and facilities in Rocklin. Infrastructure Improvements in Low-Income Neighborhoods



Please rank the need for the following services and facilities in Rocklin. Neighborhood Improvement Programs



ROCKLIN
CALIFORNIA

City of Rocklin
Citizen Participation Plan

Community Development Block Grant (CDBG)

Program

ADOPTED: July 12, 2012
AMENDED: April 22, 2025

EQUAL HOUSING OPPORTUNITY

TABLE OF CONTENTS

I. INTRODUCTION **1**

A. Purpose 1

B. The Role of Lower-Income Persons *1*

C. *The Consolidated Plan Process* *1*

II. **CITIZEN PARTICIPATION** 2

A. Citizen Participation Plan 2

B. Consolidated Plan and Annual Action Plan 3

1. *Preparation* 3
2. *Adoption* 3
3. *Amendments* 4

C. *Consolidated Annual Performance Report* *6*

III. PUBLIC NOTICE **6**

A. Public Notice Requirements *6*

B. "Adequate" Public Notice 7

C. *Forms of Public Notice* 7

IV. PUBLIC MEETINGS **7**

V. PUBLIC ACCESS INFORMATION **8**

A. Consolidate Plans Documents 8

B. Availability of Consolidated Plan Documents *8*

C. *Location of Documents* *8*

VI. HUD WAIVERS IN RESPONSE TO AN IMMINENT EMERGENCY **8**

VII. TECHNICAL ASSISTANCE **9**

VIII. COMMENT AND COMPLAINT PROCEDURES **9**

IX. ACCOMMODATION OF PERSONS WITH SPECIAL NEEDS **9**

X. ANTI- DISPLACEMENT **10**

XI. GLOSSARY **10**

I. INTRODUCTION

The City of Rocklin is required by federal regulation (Section 24 of the Code of Federal Regulation, Part 91) to have a detailed Citizen Participation Plan, which contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds. This Citizen Participation Plan must be available to the public.

A. Purpose

Federal regulations require that the Citizen Participation Plan both provide for and encourage public participation, emphasizing involvement by low-income persons - especially those living in low-income neighborhoods. The U.S. Department of Housing Urban Development (HUD) expects the City to take appropriate actions to encourage the participation of minorities, persons who do not speak English, and persons with disabilities.

B. The Role of Lower-Income Persons

Federal regulations declare that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing decent housing, a suitable living environment, and growing economic opportunities, principally for low- and moderate-income persons.

Since the amount of federal CDBG funds that the City receives each year from HUD is based upon the level of both poverty and substandard housing conditions in Rocklin, it is necessary that public participation involves lower-income residents who experience these conditions. Involvement by low-income residents is encouraged at all stages of the process, including needs and activities determination as well as funding allocations.

The public participation process encourages the involvement of low- and moderate-income persons, residents of low- and moderate-income areas of the community, minorities, non-English speaking persons, and persons with disabilities.

C. The Consolidated Plan Process

The policies and procedures in this Citizen Participation Plan relate to several stages of action mentioned in federal regulation. In general, these stages or events include the following:

1. Identification of housing and community development needs of low- and moderate-income residents and neighborhoods.

2. Initially, and every five years thereafter, the development of a draft Five-Year Consolidated Plan.

3. Preparation of a draft Annual Action Plan outlining proposed use of funds.

4. Formal approval by elected officials of a final Consolidated Plan and/or Annual Action Plan.

5. Submit plan(s) for HUD review.

6. Amendments to the plan(s). On occasion during the year, it might be necessary to change

the use of the money already budgeted in an Annual Action Plan, or to change the priorities established in the Five-Year Consolidated Plan. See Section 3: Amendments for the types of changes that are considered to be Substantial Amendments.

After a program year is complete, a Consolidated Annual Performance and Evaluation Report (CAPER) must be drafted for public review and comment, and then submitted to HUD.

II. CITIZEN PARTICIPATION

A. Citizen Participation Plan

The Citizen Participation Plan is designed to facilitate and encourage public participation in the Consolidated Plan process. In particular, the Citizen Participation Plan seeks to encourage the involvement of low-income persons.

Federal programs providing the funds covered by this Citizen Participation Plan require improved accountability of jurisdictions to the public. Below are the procedures for the adoption and any subsequent changes to its Consolidated Plan:

- Public notice published in *The Placer Herald* (local newspaper). If a notice in *The Placer Herald* is not possible due to time constraints or other reasons out of the control of the City, a legal notice will be published in another newspaper of general local circulation;

- Public Notice posted on the City's Community Development Block Grant website;

- E-mail notification to member agencies of the local Continuum of Care and comparable, local non-profit consortiums addressing the needs of low- and moderate-income persons and persons experiencing homelessness; faith-based organizations and other community-based organizations; the local housing authorities; and other local non-profit and government organizations;

- Public comment periods are 30 calendar days with the exception of the CAPER. The 30-day period does not include the date of publication notice;

- During the public review and comment period, copies of the document will be available to the public, free of charge, within five days of a request. The document will be available for review at the following locations:

  - The City of Rocklin Administration Building, (3970 Rocklin Road);
  - The City of Rocklin Community Development Block Grant website; and
  - The Rocklin Public Library (4890 Granite Drive).

Should the Public Library be closed for extended periods, the draft Consolidated Plan and/or draft Annual Action Plan may be posted in an alternative accessible location.

- A public hearing will be held before the Rocklin City Council.

- Adoption by a majority vote of the Rocklin City Council.

B. Consolidated Plan and Annual Action Plan

The Consolidated Plan is a five-year plan that identifies the needs of low- and moderate-income persons and areas of the City and sets forth a five-year strategy to address those needs.

The Annual Action Plan identifies the specific needs to be addressed each year based on the priorities established in the Consolidated Plan's five-year strategy. The following steps outline the opportunities for public involvement in the Consolidated Plan and Annual Action Plan:

1. Preparation

In order to identify the needs of low- and moderate-income persons and areas of the City, priorities must be set in order to decide which needs should receive more attention and resources than other needs. In order to solicit community input, which is essential to determining these needs and priorities, the City will:

- Consult with local public agencies that assist low- and moderate-income persons and areas, including City staff, neighboring local governments, and regional agencies.

- Consult with private agencies, including local non-profit service providers and advocates such as the local public housing agency, health agencies, homeless service providers, non- profit housing developers, social service agencies (including those focusing on services to children, the elderly, persons with disabilities, person with HIV/AIDS, persons with substance abuse problems, etc.).

- Encourage citizen participation by consideration of alternative public involvement techniques and/or quantitative measurements.

- Publicly notify the community that CDBG funding may be available and conduct a public meeting to solicit input on needs and priorities for the Consolidated Plan and/or the Annual Action Plan.

- Publicly notice a 30-day review and comment period where a complete draft of the Consolidated Plan and/or Annual Action Plan will be made available to the public.

- Publicly notice and conduct a public hearing before the City Council, following the review and comment period and prior to the adoption of the Consolidated Plan and/or the Annual Action Plan.

2. Adoption

As noted above, the City will provide several opportunities for citizen involvement in the Consolidated Plan prior to adoption. These include:

- Published notice of a public meeting in the local newspaper, *The Placer Herald* (or other newspaper of general local circulation) and on the City's Community Development Block Grant's website.

- E-mail notification to the local Continuum of Care or other comparable, local non- profit consortium; faith-based organizations and other community-based organizations; and other local non-profit and government organizations serving low- and moderateincome persons.

- A public notice announcing the 30-day review and comment period and public hearing date for the draft Consolidated Plan and/or draft Annual Action Plan in *The Placer Herald* (or other newspaper of general local circulation), at the City's Administration Building and on the City's website. The notice will list the locations where the document(s) will be available for review. The notice will be posted prior to the start of the comment period.

The draft Consolidated Plan and/or draft Annual Action Plan will be available at the following locations:

- The City of Rocklin Administration Building(3970 Rocklin Road);
- The City of Rocklin's Community Development Block Grant website; and
- The Rocklin Public Library (4890 Granite Drive).

Should the Rocklin Public Library be closed for extended periods, the draft Consolidated Plan and/or draft Annual Action Plan may be posted in an alternative accessible location.

The draft Consolidated Plan and/or draft Annual Action Plan will be made accessible to persons with disabilities upon request. In addition, a reasonable number of free copies will be provided to citizens or groups requesting copies of the document(s).

- In preparing the final Consolidated Plan and Annual Action Plan, careful consideration will be given to all comments and views expressed by the public, whether given as verbal or written testimony at the public hearing or submitted in writing during the review and comment period. The final documents will have a section that presents all comments and explains why any comments were not accepted.

- At the end of the 30-day comment period, the Rocklin City Council will consider adoption of the Consolidated Plan and Annual Action Plan. The documents will be adopted by the majority vote of the Rocklin City Council at a publicly noticed meeting.

3. Amendments

The Consolidated Plan or Annual Action Plan will be amended any time there is a change in one of the priorities presented on the HUD-required Priority Table; a change in the use of money to an activity not mentioned in the final Annual Action Plan; the addition of funds from any program covered by the Consolidated Plan not previously described in the Action Plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD) or a change in the purpose, location, scope, or beneficiaries of an activity (described more fully below). The public will be notified whenever there is a "Substantial Amendment" as defined below:

Consolidated Plan Substantial Amendments:

- Changing the priorities contained in the five-Year Consolidated Plan; or the

addition of a new project

Annual Action Plan Substantial Amendments:

- Adding an activity
- A change in the purpose, location, scope or beneficiaries of an activity:
    - The Activity will no longer principally benefit the targeted population as identified in the Action Plan (e.g. residents of X neighborhood instead of Y neighborhood).
    - The activity will no longer address the low- and moderate-income need identified in the Annual Action Plan or the activity ceases to address the elimination of slums and blight as identified in the Action Plan.
    - The activity location of an area-benefiting activity changes so that the completed activity will principally serve beneficiaries other than those originally intended.
    - The scope of the activity has increased to the point where its completion with project funds would result in the inability to carry out another approved activity, or would necessitate reducing the scope of another activity to a point where it would not accomplish its intended purpose.
- A change in the use of CDBG funding, of more than 15 percent of the total annual grant amount, from one activity to another (i.e.: "reprogramming" of CDBG funds).
- Increasing or reducing the amount allocated to an activity by more than 50 percent.

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

- There will be notification of and availability of a proposed Substantial Amendment before there is a public hearing to act on the Amendment.
- A written description of the proposed Substantial Amendment will be made available to the public at no cost within five working days of a request. Also, copies will be available at the locations indicated in this Citizen Participation Plan under "Public Access to Information".
- There will be a public hearing regarding the proposed Substantial Amendment. This public hearing will not take place until the public has had 30 days to review the proposed Substantial Amendment.
- In preparing a final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The final Substantial Amendment will provide a comment section which will include all comments, as well as responses.

Special Circumstance Amendments

The City reserves the authority to request a waiver of Citizen Participation Plan requirements in the event of guidance or waivers issued by HUD. In the event that HUD issues guidance or waivers that affect citizen participation in the planning process, City Staff will attempt to provide as much notice as possible while still complying with the guidance or waiver received from HUD.

Non-Substantial Amendments to the Annual Action Plan - Definition and Treatment

Minor edits to the plan, such as updating contact information or proportional changes to estimated allocations in an Annual Action Plan based on actual allocations, will not constitute a "Substantial Amendment", and therefore, will not be released for public review and comment.

C. Consolidated Annual Performance Report

Every year, the City of Rocklin must submit to HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In general, the CAPER must describe how funds were actually used and the extent to which these funds were used for activities that benefited low- and moderate-income people. The following steps outline the opportunities for public involvement in the CAPER:

- Public notice will be made according to the procedures described in section III. Public Notice. The public notice will identify a 15-day review and comment period for the CAPER.

- During the 15-day public review period, the document will be available for review at the following locations in Rocklin:

    - The City of Rocklin Administration Building (3970 Rocklin Road);
    - The City of Rocklin's Community Development Block Grant website; and
    - The Rocklin Public Library (4890 Granite Drive).

Should the Public Library be closed for extended periods, the draft Consolidated Plan and/or draft Annual Action Plan may be posted in an alternative accessible location.

- Careful consideration will be given to all written comments submitted by the public. These comments will be addressed in the CAPER.

The CAPER may be presented to the Rocklin City Council for review and/or approval but is not required by HUD

III. PUBLIC NOTICE

A. Public Notice Requirements

There shall be advanced public notice once a federally required document is available, such as the Proposed Annual Action Plan, Five-Year Consolidated Plan, any proposed Substantial Amendment to the Action Plan or Consolidated Plan and the Consolidated Annual Performance and Evaluation Report (CAPER).

In addition, there shall be advanced public notice of all public hearings and all public meetings such as the City Council and other City committee and commission meetings relating to the funds or planning process covered by this Citizen Participation Plan.

B. "Adequate" Public Notice

Adequate advance notice is considered "timely" if given with enough "lead-time" for the public to take informed action. The amount of lead-time can vary, depending on the event. The content of notices will give residents a clear understanding of the announced issue.

C. Forms of Public Notice

The City of Rocklin will ensure adequate advance notice of all public meetings and hearings. Adequate noticing includes doing all of the following:

- Publishing notices in *The Placer Herald* (or other newspaper of general local circulation) at least 14 days prior to the public meetings and hearings;
- Posting notices in a conspicuous location where public notices are regularly and routinely posted;
- Posting notices on the City of Rocklin's website; and
- E-mail notification to local Continuum of Care or other comparable, local non-profit consortium; faith-based organizations and other community-based organizations; and other local non-profit and government organizations.

IV. PUBLIC MEETINGS

Public meetings are required by federal regulation in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals.

Federal regulations require the City to conduct a minimum of two public meetings at different stages of the grant process, including at least one public hearing during development of the Consolidated Plan and/or the Annual Action Plan. Public meetings are held to address topics such as housing and community development needs, actions for affirmatively furthering fair housing, and review program performance. The Consolidated Plan and Annual Action Plan will be presented for public comment at a public hearing before the City of Rocklin City Council prior to adoption and submission to HUD.

Public meetings will be held only after there has been adequate notice as described in the Public Notice section of this Citizen Participation Plan, including a legal notice in *The Placer Herald* (or another newspaper of general local circulation). Public hearings will usually be held in the evening at a time convenient to most residents, especially those who might benefit from the use of funds. Additional public meetings and workshops may be held during business hours.

Public meetings may be held at the Rocklin City Council Chambers, other City locations, or virtually, all of which are accessible by public transportation. During the Public Hearing process, all of these locations are accessible to people with disabilities, and the City may make every reasonable effort to accommodate people with disabilities when requests are made at least five working days prior to a hearing.

V. PUBLIC ACCESS INFORMATION

As required by federal regulation, the City of Rocklin will provide the public with reasonable and timely access to information and records relating to the data or content of the Consolidated Plan, as well as the proposed, actual, and past use of funds covered by this Citizen Participation Plan. The City will also provide reasonable public access to records about any uses of these funds during the previous five years.

Also, as required by federal regulation, the City will provide the public with reasonable and timely access to local meetings, as well as virtual meetings, relating to the proposed or actual use of funds (such as City Council meetings, Planning Commission meetings, and other City committee and commission meetings, etc.).

A. Consolidated Plans Documents

Consolidated Plan documents include the Annual Action Plan, the Five-Year Consolidated Plan and Consolidated Annual Performance Evaluation Report (CAPER) and the Citizen Participation Plan; as well as Substantial Amendments to these documents.

B. Availability of Consolidated Plan Documents

In the spirit of encouraging public participation, copies of Consolidated Plan documents will be provided in either paper or electronic format to the public at no cost and within one week of a request. These materials will be available in a form accessible to persons with disabilities, when requested.

C. Location of Documents

Consolidated Plan documents will also be available at the following locations during their respective review periods:

- City of Rocklin Administration Building (3970 Rocklin Road);
- City of Rocklin's Community Development Block Grant website; and
- Rocklin Public Library (4890 Granite Drive)

Should the Public Library be closed for extended periods, the draft Consolidated Plan and/or draft Annual Action Plan may be posted in an alternative accessible location.

Copies of the final and draft versions of documents will also be available to download from the City's website.

VI. HUD WAIVERS IN RESPONSE TO AN IMMINENT EMERGENCY

HUD regulations at 24 CFR 5.110 and 24 CFR 91.600 give HUD the authority to, upon determination of good cause and subject to statutory limitations, waive any provision of HUD regulations. In the event that HUD offers waivers of any requirements of the Citizen Participation Plan applicable to the City's CDBG funding, the City may request to implement the waiver if it is to the benefit of low- and moderate-income residents or neighborhood.

VII. TECHNICAL ASSISTANCE

City staff will work with organizations and individuals who represent low-income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff for technical assistance. Examples of technical assistance that may be provided includes:

- Publishing instructions on how to fill out forms/applications;
- Providing comments and advice on the telephone or in meetings;
- Reviewing and commenting on draft proposals; and
- Conducting workshops at the City's discretion to explain:1) the process for submitting proposals and 2) federal and local requirements.

The City will also provide ongoing assistance to CDBG-funded agencies as needed to help them maintain their eligibility for full funding. The City may provide additional technical assistance if, in the opinion of the City Manager, staff time is available.

IV. COMMENT AND COMPLAINT PROCEDURES

The City of Rocklin will provide a period of at least thirty (30) days to receive comments on the draft Consolidated Plan, Annual Action Plan and on any Substantial Amendments. The 30-day period may start on the date the document is available to the public. The City must also provide public notice regarding the availability of documents and dates of the 30-day comment period. The public comment period may be adjusted during emergencies such as declared disasters or emergency events when permitted under HUD waiver authority.

For the CAPER, the City will provide at least fifteen (15) days to receive public comments.

The City will consider all comments and complaints received regarding the City's plans for the use of funds, the City's performance, and the City's implementation of the program in general.

The City will respond to all written comments and complaints, in writing, within fifteen (15) days. All comments related to a prepared document and the City's responses will be attached to the document in question when adopted in its final form.

IV. ACCOMMODATION OF PERSONS WITH SPECIAL NEEDS

The City complies with the Americans with Disabilities Act and will make accommodations for persons with special needs. Public meetings and the review of Consolidated Plan documents will be held at the City Council chambers, other City locations, the Public Library or virtually, all of which are accessible to people with disabilities. The City may make every reasonable effort to accommodate people with disabilities when requests are made at least five working days prior to a hearing. The City may make every reasonable effort to provide translators for people who do not speak English when requests are made at least five working days prior to a hearing.

X. ANTI- DISPLACEMENT

If, as a result of a program activity, residential displacement and relocation must occur, the City of Rocklin ensures that it will develop an Anti-Displacement and Relocation Plan in connection with that project in accordance with federal regulations. Specifically, the City will comply with the anti-displacement and relocation requirements of the Uniform Relocation Act and the Housing and Community Development Act of *B74,* an amended and implementing regulations of 24 CFR Part 42

XI. GLOSSARY

Annual Action Plan: This document allocates one year's funding (entitlement and program income) to specific projects and activities for the CDBG program and serves as the City's application for CDBG funds. It is submitted to HUD 45 days prior to the start of the City's fiscal (24 CFR Part 91).

Program Year: The "program year" chosen by the City of Rocklin is July 1st through June 30th, which is the same as the City's fiscal year.

Citizen Participation Plan: This plan is prepared to facilitate and encourage public participation and involvement in the Consolidated Plan process and the City's CDBG program, especially by low and moderate-income persons. The plan identifies the public participation requirements as identified by federal regulations (24 CFR Part 91).

Community Development Block Grant (CDBG) Entitlement Program: This is a federal entitlement grant program administered by the U.S. Department of Housing and Urban Development (HUD).
The program awards money directly to eligible localities throughout the nation to assist low and moderate-income households and neighborhoods. The grant program may be used for such activities as housing rehabilitation, affordable housing assistance, community services, and community development activities such as the construction or rehabilitation of community facilities and economic development.

Consolidated Annual Performance Evaluation Report (CAPER): This document reports on the progress in carrying out the Consolidated Plan and Annual Action Plan. The report is prepared annually by the City in accordance with federal regulations (24 CFR Part 91). It is due to HUD no later than 90 days after the end of the City's fiscal year (September 30th).

Consolidated Plan: This document sets forth the priorities, goals and strategies to address the needs of primarily low and moderate-income persons and areas in the City. It typically covers a five or three-year time period. It is submitted to HUD 45 days prior to the start of the City's fiscal year or no later than May 15th and is developed in accordance with federal regulations (24 CFR Part 91).

Consolidated Plan Documents: These include the Consolidated Plan, the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

Low and Moderate-Income Households: These are households earning less than 80% of the area median income, adjusted for household size. These CDBG definitions should not be confused with those used in the federal Section 8 program or those used by the State of California.

Extremely Low-Income: Households with incomes less than or equal to 30% of the area median income, adjusted for household size.

Low-Income: Households with incomes above 30% and less than or equal to 50% of the area median income, adjusted for household size.

Moderate-Income: Households with incomes above 50% and less than or equal to 80% of the area median income, adjusted for household size.

Low and Moderate-Income Area: In general, a census tract(s) or block group(s) where 51% or more of the residents are low- or moderate-income household (incomes not exceeding 80 percent of the area median income adjusted by household size). If a CDBG grantee jurisdiction has no or very few areas in which 51% of residents are low- and moderate-income, HUD may allow an exception criterion when the area served is within the highest quartile of all areas within the jurisdiction of such city or county in terms of the degree of concentration of persons of low and moderate income. The City of Rocklin has received exception grantee status. However, this can change from year to year.

Median Family Income (MFI): HUD surveys major metropolitan areas annually to develop an index of median family income by household size. Most CDBG-funded activities and programs must primarily benefit low and moderate-income households.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: Rocklin, CA

5a. Federal Entity Identifier: B-25-MC-06-0064

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Rocklin

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000408

* c. UEI: F9JTDAHKSBX5

d. Address:

* Street1: 3970 Rocklin Road
Street2:
* City: Rocklin
County/Parish:
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 95677-2720

e. Organizational Unit:

Department Name: Office of the City Manager

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Elizabeth
Middle Name:
* Last Name: Sorg
Suffix:

Title: Assistant to the City Manager

Organizational Affiliation:

* Telephone Number: (916) 625-5592
Fax Number:

* Email: housing@rocklin.ca.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

B-25-MC-06-0064

* Title:

Community Development Block Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

2025 Annual Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-3 * b. Program/Project: CA-3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2025 * b. End Date: 06/30/2026

18. Estimated Funding ($):

* a. Federal	285,000.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	285,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: Aly

Middle Name:

* Last Name: Zimmermann

Suffix:

* Title: City Manager

* Telephone Number: (916) 625-5560 Fax Number:

* Email: alyz@rocklin.ca.us

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Rocklin	

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

Aly Zimmermann, City Manager

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Aly Zimmermann, City Manager

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The City of Rocklin: 2025
Community Development Block Grant Application

1. **Describe your organization (how long it has been in existence, the types of services you provide, location, is it a 501c3 or other type, etc.).**

Compassion Planet is a 501(c)(3) organization located in Rocklin, in operation since 2012. We empower aged-out foster youth (ages 18 to 24) and youth from at-risk backgrounds to achieve independence, overcome personal obstacles, and reach their fullest potential. The population we serve is very diverse. We have consistently maintained a 55/45 split between genders, with 55% representing our female demographic. Currently enrolled in our program, we have 43% Caucasian, 25% Black, 27% Latino, and 5% Other (Asian, Polynesia).

Services:

Compassion Planet's Mentoring Program is a 14-20 month program where youth are provided with life skills classes, on-the-job training through paid internships, individual therapy, and weekly group Compass Sessions where youth are trained in soft and hard skills. Our wraparound services provide youth with a supportive environment to learn and grow and a solid base for healthy independence when they graduate.

Our Aftercare Program is a lifelong program for graduates of the Mentoring Program. We check-in with graduates three times a year, host alumni events, and offer mentoring and support during challenging seasons.

Locations:

Compassion Planet has seven social enterprises and multiple community partners where youth are supported in learning work ethic and employment skills. Our headquarters are located in Rocklin at 5505 Whitney Blvd., where multiple suites house the Youth Training Center, corporate offices, a Computer Lab, offices for mental health coaching, and two of Compassion Planet's Thrift stores and a donation center. Our other Rocklin location is at 5465 Pacific St., which houses Deer Creek Farm, DCF Garden Market, and the Pumpkin Patch. We have various Partner Businesses throughout the region and workforce training can take place at one of our partner businesses, including many small businesses located in Rocklin.

2. **Describe the program you would be providing with Rocklin CDBG funds. Please specify if this is a program that you have conducted previously (if so when, where, for how long and with what sources of funding) or whether it is a brand-new program.**

Program History:

Rocklin CDBG funding will support 25 youth in our Mentoring Program. Compassion Planet has 12 years of experience supporting youth through this program since we launched in 2012. We have supported 123 graduates with a success rate of 91.5%. Success is measured by participants achieving sustainable employment, securing housing, and maintaining healthy independence two years after graduation.

Program Description:

When a youth enters the Mentoring Program, personal and program goals are identified in an onboarding session. Individual goals may include obtaining a GED or financial literacy goals. Program goals in the first two months include culinary introduction and food handling safety, farm-to-fork propagation and care, introduction to AI and content marketing, construction-related trades skills, etc. The program uses a Passport system that allows participants to document progress as they master new skills, and youth are paid for on-the-job training to develop employability skills. Personal development plans provide a roadmap for career goals and the steps to achieve them. Mentors and social workers regularly assess a youth's progress in the program.

Our Mentoring Program services include:

- Personalized career plans and actionable career goals set with a mentor
- Life skills training (financial management, communication, health and nutrition, time management, etc)
- Soft skill training (coping skills, conflict management, healthy relationship boundaries, etc.)
- 45 minutes of one-on-one mental health coaching each week
- Paid work experience in multiple industries
- Training and certification in OSHA 10, CPR, and ServSafe Food Handling
- An average of 3,000 hours of workforce training, mentoring, mental health counseling, and case management over the course of the program

Funding Sources:

Compassion Planet has seven social enterprises where youth are supported to learn work ethic and employment skills. These social enterprises are a primary source of

income for our organization. 63% of our income comes from social enterprises, and 37% from public and private grants, corporate sponsors, fundraising events, and individual donors.

We are actively diversifying our fundraising efforts by strengthening our social enterprise revenue through strategic marketing and product management and launching a new major donor campaign to expand our donor network.

3. **Describe specifically how you would spend the funds and who (by titles or description) would be conducting the activities if funding would be used for staff costs. (Please note that you cannot use the funds for Management/Admin/Overhead).**

   Compassion Planet requests $25,000 to assist with on-the-job training and workforce development costs for 25 Rocklin youth in our Mentoring Program. Participating youth in our program spend 20-32 hours a week as paid interns. Their on-the-job training internships include workforce development training at over 10 training sites, weekly Compass classes, certifications, training in the trades and tech, and weekly one-to-one mental health coaching.

   The cost for youth to participate in the Mentoring Program is approximately $22,000 per year. CDBG funding will enhance Rocklin youth training stipends by providing $1,000 each for 25 participants in the program.

4. **Identify the specific amount of your funding request. (Please keep in mind that the City can only spend 15% of the anticipated grant amount – roughly $42,750 +/- on services and we usually have requests from multiple entities to consider in awarding of the funds).**

   $25,000

5. **Describe how these services would fall under the National Objectives outlined in the NOFA and within the City's Consolidated Plan Priority Needs (Section V: Strategic Plan, SP-25 Priority Needs 91.215(a)(2), https://www.rocklin.ca.us/post/2020-2024-con-plan)**

   Compassion Planet's Mentoring Program falls under the following local and national objectives:

   <u>National Objectives:</u>

   - Benefit low and moderate-income persons

Rocklin Consolidated Plan Priority Needs:

- **HM 2.1**: Reduce the risk of homelessness and reduce chronic homelessness
- **CD 2.2**: Meet the needs of youth for services and enrichment programs
- **CD 3.2**: Improve job skills and job readiness for low-income persons

Compassion Planet serves youth transitioning out of foster care or the juvenile justice system. Nearly all of our youth are referred to us through our partner organizations or a government social services agency. These youth are at risk of homelessness due to unstable living situations and limited support systems. Without family support or financial stability, they struggle to find employment, secure housing, or manage their emotional well-being. Research shows that within four years of aging out of foster care:

- Up to 30% experience homelessness
- 51% remain unemployed
- 25% suffer from PTSD
- Nearly 70% will be incarcerated

We meet the needs of these youth through our Mentoring Program. We provide job skills and readiness training alongside other services and enrichment activities such as life skills classes, mentoring, mental health counseling, and case management. The Mentoring Program reduces unemployment from 47% to 8.5%, measured two years after program completion. We have proven that with the support of our program, youth not only avoid homelessness but thrive as independent, contributing members of the community.

6. **Describe how many individuals in the low or very low-income levels you expect to provide services to on a monthly and annual basis with the CDBG funds.**

CDBG funds will be used to pay 25 Rocklin youth in the program who are low or very low-income for on-the-job training and internships.

7. **Describe how you would ensure and document income levels and that Rocklin CDBG funds were only being used to provide services for Rocklin Residents.**

Compassion Planet's intake documentation identifies the city each youth resides in, and CDBG funding will support the costs associated with 25 program youth who live in Rocklin. Since our inception, the majority of our participants have resided in Rocklin. We anticipate serving 70+ youth in 2025, and based on our history 30-45 youth will be Rocklin Residents, so we estimated a lower number to ensure that we limit the CDBG funds to Rocklin

Residents. We also track both our current participants and graduates, so we will be able to keep tabs on where youth reside.
Upwards of 85% of our youth come from low-income or impoverished backgrounds. A majority also access AB-12 funds or live in Section 8 housing, which helps provide low-income housing assistance.

List who in your organization would be the primary contact for the grant including their full contact information (i.e., phone, e-mail, etc.).

Scott Flanagan, Executive Director
916-672-6599, Scott@compassionplanet.org

8. **Provide the entity name, address and name of the individual that payments would be directed to, should you receive an award.**

Compassion Planet
Attn: Scott Flanagan
5465 Pacific Street
Rocklin, CA 95677

9. **Indicate your preference regarding whether you would be invoicing and providing required reporting data monthly or quarterly.**

We would prefer to invoice and report data quarterly.

10. **Identify who in your organization appears on the Secretary of State Business Search Forms and has the authority to sign contracts. Please provide the full names of those parties (preferably 2 individuals with signing authority). You will also be asked to provide a copy of the most current form if your entity is selected for funding.**

Scott Flanagan, Executive Director
Steven Holt, Board Chair

11. **Describe your experience, if any, as a recipient of CDBG funds and from what entity. Please include a reference from that agency (if other than the City of Rocklin) including their complete contact information.**

We have not received any CDBG funding to date.

516 Gibson Dr. Ste 100
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TAX ID#: 68-0195225

KidsFirst- City of Rocklin CDBG 2025/26 Proposal

With this application, KidsFirst formally requests $30,000 in funding for our Rental/Mortgage and Utility Assistance Program. The program provides emergency housing/shelter and/or utility support for distressed clients in dire need.

Organization History: KidsFirst- City of Rocklin CDBG 2025 Proposal

Established in 1989 as a private, non-profit 501(c)(3) organization, KidsFirst's mission is to "treat and prevent child abuse and neglect through education, advocacy, and counseling – ultimately empowering and strengthening children and families." KidsFirst offers a range of cost-free services that support this mission. These services include individual, group, and family therapies, parenting classes, financial literacy training and skills, support groups, in-home mentorships, child abuse/child exploitation detection training, advocacy initiatives, and wrap-around case management services.

KidsFirst is committed to providing evidence-based treatments tailored to our clients' needs. We offer various services, including trauma-focused cognitive behavioral therapy, parent-child interaction therapy, interpersonal talk therapy, and play therapy. Our approach helps clients identify and address latent trauma, develop coping strategies, ease stressors, and improve their overall well-being.

For parents/caregivers, we provide evidence-based parenting classes and in-home mentorships that cover a wide range of topics, including child development milestones, ethical discipline, and fostering positive-child relationships. Our support groups address specific issues, such as domestic violence, partner violence, and substance abuse, and provide a safe and compassionate space for our clients to share their experiences, seek support, and learn from one another.

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P : 916.774.6802
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We offer specialized training to combat child abuse and exploitation in Placer County. Our goal aims to create a safer environment for children by raising awareness and teaching participants to identify signs of such cases and respond effectively.

KidsFirst is Placer County's Child Abuse Prevention Council. We advocate for change, improve access to resources, and provide wrap-around case management services to help families navigate complex systems and create personalized plans to address their unique needs.

KidsFirst's mission is to "Treat and prevent child abuse and neglect through education, advocacy, and counseling, to empower and strengthen children and families" to end child abuse and neglect. Our vision is that all children live in a safe, healthy, and nurturing home. We are dedicated to helping families by providing them the tools to cope with difficult life circumstances before they become overwhelming. With Counseling & Family Resource Centers in Roseville and Auburn, our programs target the most vulnerable children, families, and neighborhoods in Placer County to meet the growing needs of our region. We strengthen families by Educating, Advocating, and Changing lives.

Our programs include Wellness, Information and Referral, and Education and Outreach. As the Child Abuse Prevention Council of Placer County, we offer prevention and treatment-based therapies, parenting classes, home visitation, and extensive case management services to help link families to the needed resources. KidsFirst trains professionals, government officials, and lay persons regarding child abuse and its prevention. Furthermore, KidsFirst works closely with other community-based organizations and county agencies to ensure non-duplication and effective service delivery to meet the needs of

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KidsFirst's Rental/Mortgage and Utility Assistance Program:

KidsFirst has a proven track record of successfully providing housing/emergency shelter and utility assistance through our Rental/Mortgage and Utility Assistance Program for over thirty-five years. In collaboration with AMI Housing and using City of Roseville funding, we have assisted numerous clients with one-time emergency support, enabling families to remain in their homes with utility services. This program has been highly effective, as evidenced by the number of families it has helped and the positive feedback we have received. Our clear and well-defined protocols for screening of eligibility, authorization, and distribution ensure strict adherence to program restrictions, further demonstrating our program's effectiveness.

Further, we work closely with our county partners and other community-based organizations, forming a strong support network. We share the availability of supports, such as those provided through our Rental/Mortgage and Utility Assistance Program, to avoid duplication of benefits. City of Rocklin CDBG funding would enable KidsFirst to provide crucial support to Rocklin residents in immediate need, strengthening our network and expanding our reach.

Utilization of funds:

The City of Rocklin CDBG funds will provide Rocklin residents with one-time emergency housing/shelter and/or utility support in the form of:

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ROSEVILLE, CA 95678
P : 916.774.6802
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TAX ID#: 68-0195225

- Rental/Mortgage Assistance for 10+ unduplicated Rocklin households
  - Up to 1 month's rent or $2,000, whichever is less
  - Not to exceed $20,000

- Utility Support for 10+ unduplicated Rocklin households
  - Up to $1,000 paid for utilities to prevent shut-offs
  - Not to exceed $10,000

In extreme or extenuating circumstances, Rocklin residents may submit a written request for an amount exceeding $3,000 of Rental/Mortgage and/or Utility assistance. Requests must be accompanied by a detailed explanation of why the funds are needed and supporting documentation (e.g., copies of delinquency notices or other relevant documentation). KidsFirst's CEO, Debbie Gabelich, will review all such requests and supporting documentation, ensuring a thorough and fair process. KidsFirst will contact the City of Rocklin for further discussion and approval if necessary. This process provides transparency and fairness in allocating funds, reassuring all involved.

CDBG funding will be used exclusively to provide emergency housing/shelter support (rental/mortgage assistance or emergency utility assistance to low to moderate-income Rocklin residents. The funds will be distributed through a transparent process, ensuring that they reach the intended recipients. No salaries, program supplies, or equipment are included in our CDBG Budget and funding request. All funds will go directly to support Rocklin clients.

516 Gibson Dr. Ste 100
ROSEVILLE, CA 95678
P : 916.774.6802
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National Objective and Eligible Activities Adherence:

KidsFirst's Rental/Mortgage and Utility Assistance Program provision to very low—to moderate-income Rocklin residents falls under the national objective of benefiting low—to moderate-income persons. It falls under the Public Service category of eligible activities.

Very-low to low-income level income persons to be served:

KidsFirst anticipates serving 20 very low—to low-income Rocklin residents (through a minimum of 10 Rocklin households) with City of Rocklin CDBG funds.

Income and residency verification and documentation:

KidsFirst Case Managers conduct client intake assessments to identify low—to moderate-income persons. During the intake process, KidsFirst secures proof of income and residency and will continue to use this method to verify eligibility for the City of Rocklin CDBG funds.

Client data is collected in paper and electronic files and tracked via spreadsheets and KidsFirst's web-based client database system to count and monitor the beneficiaries of the Rocklin CDBG program. KidsFirst will continue to use a client spreadsheet and a client database, which tracks client name, intake date, type of service, client and family demographics, family income, collection of proof of income, and city of residence. Additionally, case managers will verify and document the client requiring support to ensure the client is eligible for funding through this program.

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ROSEVILLE, CA 95678
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TAX ID#: 68-0195225

KidsFirst uses the Homeless Management Information System (HMIS) to verify whether the client has received support from other local entities and to ensure that benefits are not duplicated. KidsFirst will continue to screen using HMIS.

KidsFirst has received funding from the City of Roseville CDBG Cares program for rental/mortgage and utility assistance to be used exclusively to support Roseville residents. Using HMIS and intake screening, KidsFirst can ensure Rocklin clients do not receive duplicate awards.

KidsFirst Primary Contact:

For questions or additional information, please get in touch with our CEO, Debbie Gabelich, or Leslie Ann Snyder, Grants & Contracts Manager; see contact information listed below:

KidsFirst Counseling & Family Resource Centers
Debbie Gabelich, CEO
516 Gibson Dr. STE. 100
Roseville, CA 95678
(916)774-6802
Email: dgabelich@kidsfirstnow.org

KidsFirst Counseling & Family Resource Centers
Leslie Ann Snyder, Grants & Contracts Manager
516 Gibson Dr. STE. 100
Roseville, CA 95678
(916)774-6802 EX. 1769
Email: lsnyder@kidsfirstnow.org

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ROSEVILLE, CA 95678
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KidsFirst Payment Contact:

If CDBG funding is awarded from the City of Rocklin, all payments should be directed to Jena Reis, Director of Finance. Her contact information is below:

KidsFirst Counseling & Family Resource Centers
Jena Reis, Director of Finance
516 Gibson Dr. STE. 100
Roseville, CA 95678
(916)774-6802 EX. 2800
Email: jreis@kidsfirstnow.org

Invoicing and Reporting Preferences:

KidsFirst will provide invoicing and all required reporting every quarter.

Signature Authority:

KidsFirst's CEO, Debbie Gabelich, can sign contracts as described in the KidsFirst Board-approved Signature Authority (available upon request).

CDBG Funding Experience:

KidsFirst is currently a recipient of CDBG funds through the City of Roseville. It has been a Roseville CDBG grant recipient almost continuously since 2001. City of Roseville CDBG funding provides therapy and case management services for low—to moderate-income Roseville residents. KidsFirst case management staff verifies clients' Roseville residency and income levels during intake to ensure

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adherence to the City of Roseville CDBG and HUD requirements at the onset of services.

All reporting data and invoicing are submitted quarterly via Zoom Grants. Our primary contact at the City of Roseville in regards to this funding contract is:

City of Roseville – Kristine
Faelz 316 Vernon Street,
Suite 150
Roseville, CA 95678
(916)774-5451
KPFaelz@roseville.ca.us

Insurance Coverage:

KidsFirst holds all required insurance coverage as described in the City of Rocklin CDBG Notice of Funds Available. Documentation of insurance carried is available upon request.

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City of Rocklin

2025-26 CDBG

Subrecipient: KidsFirst

Program/project: Rental/Mortgage and Utility Assistance Program

Request/Award: $ 30,000.00

Line item description of cost	Total program	CDBG	Other funds
Rental/Mortgage	50,000	20,000	30,000
Utility Assistance	25,000	10,000	15,000
Total	$ 75,000	$ 30,000	$ 45,000
Balance of CDBG award (should = 0)		-	

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Budget Narrative – Program/Project Income:

The Rocklin CDBG requested $30,000 of the total $75,000 Project Budget, representing 40% of the program Income.

Rental Mortgage Assistance $ 20,000

Utility Assistance $10,000

Program/Project Expenses:

Budget Expenses for the $30,000 request from Rocklin CDBG are as follows: Rental/Mortgage and/or Utility Assistance $30,000



November 2, 2022

To Whom It May Concern:

On behalf of Placer Multi-Disciplinary Interview Center (MDIC), I am writing this letter in support of KidsFirst and its pursuit of grant funding.

As you may know, KidsFirst provides a vital service to Placer County residents. By using a coordinated approach to investigations of child abuse cases, KidsFirst works to provide prevention and intervention services to children and families to reduce trauma. Placer MDIC is fortunate to have the commitment of KidsFirst in working together for the benefit of our community. We are pleased by the efforts and successes demonstrated by KidsFirst and the opportunities for families to engage in services prior to Child Welfare involvement.

Furthermore, in partnership with MDIC, KidsFirst provides trained parent educators, case managers, and therapist to those that would otherwise fall through the cracks. Case managers and Parent Educators provide a safety net for our families to get connected to resources in a timely manner.

While resources continue to be limited by budget concerns, we hope to never compromise the great level of service brought by KidsFirst and their experienced and well-trained professionals. Therefore, we strongly encourage your awarding of KidsFirst funding to support the programs and services our community relies on for prevention and intervention.

Sincerely,

Jessica Waterford

Jessica Waterford, MSW
MDIC Coordinator & Forensic Interview Specialist

January 24, 2025

EIN: 94-1156347

The Salvation Army

Roseville Corps

100 Lincoln Street

Roseville Ca, 95678

Rocklin Community Development Block Grant Proposal

Requesting- $25,000 USD

Summary

We at the Roseville Corps are requesting Rocklin CDBG grant funding for the 2025-26 funding year. We propose to provide help to the community by assisting residents within the Rocklin city limits. Our goal is to come alongside individuals and families in our community to prevent homelessness due to job loss, emergency expenses, etc. We will be providing help to those who are currently experiencing homelessness and who are working to obtain permanent housing through deposit assistance and homeless prevention through rental assistance.

Agency History

The Salvation Army is a 501c3 agency and has been in existence since 1865. We serve local communities and provide social services to meet human needs worldwide. The Roseville Corps has assisted South Placer residents for over 50 years. In 2020, Forbes rated the Salvation Army as the 4th top-rated charity in the United States. We have a proven record of helping the community with homelessness, social services, and emergency disasters.

The Salvation Army prioritizes combating homelessness nationwide, which is accomplished through programs and services depending on the community's specific needs. For example, in Rocklin, we utilize our services to keep those at risk of losing their residences in their homes.

Program Description

The Roseville Corps is located in the downtown Roseville area and is easily landmarked for those unfamiliar with the city. We coordinate with other agencies to avoid duplication of funding sources to avoid assisting clients by "double-dipping" funds. Our program is designed to keep people in their homes and prevent homelessness. Other agencies assist with serving the homeless community, but our sole mission is to keep residents housed. All clients assisted are South Placer residents and are vetted by verifying lease/mortgage statements.

We use a database program, Wellsky, across all Salvation Army social service programs. It tracks income levels, household size, race/ethnicity, and gender. Each client fills out an application and provides

documentation that is added to the database. We use Local Area Median Income guidelines when assessing qualifications for assistance.

This funding will help us provide rental and deposit assistance in the city of Rocklin. To qualify for rental assistance, clients will need to provide the following:

1)A three day Pay-or Quit Notice

2)An unexpected expense (ex: auto repair, home repair, medical bill or loss of employment)

3)Proof of income

For deposit assistance, the client must provide the following:

1)An acceptance letter from the property manager

2)Proof of Income

Our goal is to reach out to individuals and families in our community to prevent homelessness due to unforeseen emergency expenses and aid those experiencing homelessness and are working to obtain permanent housing. Sometimes the problem isn't a hardship, but rather their money management skills. Clients who show repetitive financial need are provided with financial management class information on top of their service.

Program Funding

The Salvation Army and other grants administered by the City of Roseville currently fund our assistance programs. This is a year-round program that is ready to receive funding if awarded. The current grants The Roseville Corps receives as well for the past three years are below. If receiving funding, please direct payments to:

The Salvation Army-Roseville Corps

100 Lincoln Street

Roseville Ca, 95678

2021- The Salvation Army Homeless Prevention, City of Roseville HPRR $90,000-Completed

2022- The Salvation Army Homeless Prevention, City of Roseville HPRR $60,000- Completed

2023- The Salvation Army Homeless Prevention HPRR, City of Roseville $40,000- Completed

2023- The Salvation Army Homeless Prevention CDBG, City of Roseville $15,000- Completed

2023- The Salvation Army Homeless Prevention LMIHA, City of Rocklin $25,000- Completed

2024- The Salvation Army Homeless Prevention, City of Roseville HPRR- $25,000- In Progress

2024- The Salvation Army Homeless Prevention, City of Rocklin LMIHA, $12,500- In Progress

Roseville Funding Contact: City of Roseville Housing Authority

316 Vernon Street #150

Roseville Ca, 95678

Kristine Faelz, Housing Analyst, CDBG- KPfaelz@roseville.ca.us

Suzanne Acrell, Housing Analyst, HPRR- SAcrell@roseville.ca.us

The Homeless Prevention program has been underway since 2020. Services that utilize this funding must be completed by June 30th of the fiscal year. All funds awarded will be distributed by June 30th of the fiscal year. All funding is used for client assistance and is dispersed to clients based on need. Clients are screened using HUD income guideline for the Sacramento-Roseville-Arden-Arcade, CA HUD Metro FMR Area. To ensure clients are residents of Rocklin, documentation of permanent residence must be provided. Client assistance pertains to rental and deposit assistance. If awarded, we will utilize $15,000.00 for rental assistance and $10,000.00 for deposit assistance. To ensure payments of funding, the Roseville Corps will be submitting an invoice for payment and providing quarterly reports to the Rocklin Housing Department.

Total Amount Proposed: $25,000.00 USD

Rental Assistance- $15,000.00 USD, max assistance of $1000.00

- 15 individuals annually

Deposit Assistance- $10,000.00 USD, mas assistance of $1000.00

- 10 individuals annually

We can accept a lesser grant amount. However, it would significantly reduce the number of households we can assist. Grant support is a significant source of funding for the Roseville Corps. We have recently seen an increase in the cost of living. This includes rent. We may need to increase the amounts we are currently issuing to close the financial gap that causes the need for assistance.

Collaborative Efforts

Our social services staff works with clients to assess individual needs and, if necessary, refer clients to other local agencies such as The Gathering Inn, ProjectGo, Saint Vincent De Paul, and KidsFirst. We also receive clients referred to us by other community agencies such as schools and churches, who work alongside The Salvation Army to identify families with needs and meet the criteria for support.

Volunteers work in the social services environment, sorting food donations, preparing food boxes, and serving the community through our food pantry. They also support our Emergency Disaster Services' mobile kitchen. Volunteers augment our kitchen staff to assist with our community meal service. Volunteers also help us through their janitorial and facility maintenance work. Our children's programs, TEAMS and Troops, are supported by volunteers. Our volunteer network allows us to reduce staffing costs and direct funding to programs to address the community's needs.

Program Staff

Captain Clarissa Ochoa-Oliveira- Church pastor and administrator for the Salvation Army-Roseville Corps

Clarissa.ochoa-oliveira@usw.salvationarmy.org

916-436-3786

Genelle Jones- Social Services Supervisor, works directly with clients to assess their financial needs and arrange payment of specified funding to payees, as listed in submitted applications. She also maintains client files, manages grant funding, and provides report of funding use as needed

Genelle.jones@usw.salvationarmy.org

916-436-3787

Tracie Blevins- Social Services Worker, works directly with clients to assess their financial need. She also does an initial intake with clients over the phone, filters calls, refers to outside agencies, if needed.

Tracie.blevins@usw.salvationarmy.org

916-436-3784

Authorized Signatory Staff

Major John Brackenbury- Divisional Commander

916-563-3701

John.brackenbury@usw.salvationarmy.org

Captain Javier Castro- Divisional Secretary for Business

916-563-3725

Javier.castro@usw.salvationarmy.org

Project Name: **Meals On Wheels**
Request: $15,000 in Standard CDBG Funding for Program Year 2025

1. *Organization Description:*

Seniors First is a 501c3 nonprofit corporation first established in 1971 as the Volunteer Bureau of Placer County. Its merger with Seniors First in 2007 established the organization as the largest senior service provider in Placer County. With a mission to provide long-term support and services to help Placer County older adults maintain their independence and thrive, Seniors First's goals are to (1) educate and support seniors, caregivers, and loved ones of seniors; and (2) provide direct services and information about available community resources. Based in Auburn, Seniors First offers five major programs: Information & Assistance; Call Center; Nutrition; Transportation; Telephone Reassurance; and Assisted Living Placements. All services are provided across the western slope of Placer County. In FYE2024, over 159,000 individual services were provided to keep Placer seniors independent including 10,248 rides, 143,180 meals, 1,051 hours of telephone reassurance, 4,774 callers assisted with community resources, and other support to meet the needs of the fastest growing population in Placer County.

2. *Program Description:*

Project Goal: Homebound seniors are healthy and food secure.
Objective: Improve or maintain the health fragile seniors by providing nutritious, home delivered meals.

Rocklin's CDBG funding will support Seniors First's Meals On Wheels (MOW)—an existing program. **Specifically, funds will be used to purchase and distribute meals to Rocklin seniors.**

Senior citizens are the fastest growing food insecure population in the United States. They are the "hidden hungry"—those struggling to get by in their golden years. After a lifetime of hard work, households with an older adult find themselves with an impossible choice: to buy groceries or medical care. According to Meals On Wheels America, one in two seniors living alone lacks the income to pay for basic needs. Furthermore, the 2022 Hunger Trends study conducted by the National Opinion Research Center (NORC) at the University of Chicago for AARP, suggests that rising food prices now affect half of adults 50 and over. Older adults experiencing food insecurity can't always get the healthy food they need. This makes them more likely to have chronic health conditions like asthma and diabetes. They may also experience mental health problems like anxiety and depression.

With continued CDBG support from the City of Rocklin, Seniors First will provide five home-delivered meals per week to eligible, food insecure seniors in Rocklin. Meals will be delivered three times per week and will be a combination of fresh and frozen meals. Meals will be planned under a dietician's oversight, then prepared and packaged by Summit Food Services at the Placer County Probation Department kitchen facility. All meals will meet USDA Senior Nutrition

Guidelines. Meals are picked-up and safely transported by Seniors First staff to its Café hubs that are strategically located across the western slope of Placer County. Senior Cafés host Seniors First's Congregate Meal Programs and are the deployment point for Meals On Wheels (MOW) home-deliveries and supplemental groceries. From there, carefully screened volunteers deliver the meals to participant homes. Staff and volunteers will also conduct wellness phone calls to check-in on each program participant. Seniors experiencing very-low food security will receive a monthly supplement of groceries. All services are provided free of charge to seniors.

Seniors First's Senior Nutrition Program has been in operation for 40 years. Our MOW component is one of more than 5,000 independent, community-based programs serving home-delivered meals across the country. Seniors First's MOW is the only free meal-delivery program exclusively for seniors in Placer County. The program addresses food insecurity, which is a major contributor to poor health and chronic disease while providing a range of benefits to seniors, particularly to those who are homebound, have limited mobility or face challenges accessing nutritious meals. Key advantages of the program include consistent access to nutritional meals; regular interaction with volunteers delivering the meals; enhanced independence and prevention of costly care. The program can serve a senior for an entire year for about the same cost as just one day in a hospital or 10 days in a nursing home.

3. ***How funds will be spent:***

CDBG funding received from the City of Rocklin will be used to purchase and distribute meals for eligible Rocklin seniors.

4. ***Amount of CDBG funds requested:*** $15,000

This request represents less than 2% of Seniors First's Senior Nutrition Program Budget of $898,550. Rocklin seniors represent 16% of MOW program participants.

5. ***Alignment with National Objectives:***

The proposed services are an eligible activity that fall under two of the three National Objectives:

- Benefit to Low- and Moderate-Income Persons
- Urgent Need

The proposed services also align with the following priority needs and goals identified in the City of Rocklin's 2020-2024 Consolidated Plan:

- Non-Housing Community Development
    - CD2 Public services (Priority Level: High)
        - CD2.3: Meet the needs of seniors for basic nutrition and socialization.

6. ***Target Population:*** Describe how many individuals in the low or very low-income levels you expect to provide services to on a monthly and annual basis with the CDBG funds.

The project will serve seniors residing in Rocklin who meet the following eligibility requirement:

i. 60 years of age or better, plus meet one of the following criteria:
   - Frail, elderly homebound or need help to leave their home
   - Unable to prepare meals or shop for themselves
   - Had a recent hospital stay or ongoing health problems
   - Live alone or with a caregiver.

Overall, 166 Placer County seniors will be served by MOW, including 27 Rocklin seniors, with all funding sources. Specifically:

- 27 Rocklin seniors X 253 meal service days = 6,831 meals delivered in Rocklin.
- Of those served, an estimated 80% (n=22) served will be in the low to very low-income level.
- An estimated 80% will be age 75 or older.

7. *Method used to document income levels and expenditures to Rocklin residents:*

Funding received from the City of Rocklin is strictly managed to ensure that only residents of Rocklin are served by these funds. During the program's eligibility screening and intake process, staff will verify that the client's home address falls within the City limits according to the Placer County GIS website. Age and income information is also ascertained from the applicant. Data is reviewed by Seniors First fiscal team to ensure accuracy in allocations, expenditures and invoicing.

8. Primary Contact Information:

Organization Name:	Seniors First
Name:	Stephanie Vierstra, Chief Executive Officer
Address:	12183 Locksley Lane, Suite 205, Auburn, CA 95602
Phone:	530-878-5705
Email:	stephanie@seniorsfirst.org

9. *Payment Information:*

Name:	Seniors First
Address:	PO Box 6090, Auburn, CA 95604
Attention:	Stephanie Vierstra

10. *Reporting / Invoicing Preference:* Indicate your preference regarding whether you would be invoicing and providing required reporting data monthly or quarterly.

☒ Quarterly

11. *Contract Authorization:* Identify who in your organization appears on the Secretary of State Business Search Forms and has the authority to sign contracts. Please provide the full names of those parties (preferably 2 individuals with signing authority). You will also be asked to provide a copy of the most current form if your entity is selected for funding.

Secretary of State Business Search Information:
Entity Name: Seniors First, Inc.
Agent: Stephanie Vierstra
Signing Authority:

1. Stephanie Vierstra, Chief Executive Officer
2. Constandinno N. (Gus) Petsas, Board Chair

12. *CDBG Experience and Reference:*

Seniors First has well over a decade of experience as a CDBG grantee with the cities of Rocklin and Roseville who have provided generous support to Seniors First.

Our three-year funding history from the City of Rocklin CDBG funds:

Program Year	Program Supported	Amount
2024	Meals On Wheels	$14,264
2023	Meals On Wheels	$11,256
2022	Meals On Wheels	$14,216

City of Roseville CDBG Contact:

Name & Title: Kristine Faelz, Housing Analyst
Economic Development Department, Housing Division
Address: 316 Vernon Street, Suite 150, Roseville, 95678
Email: kpfaelz@roseville.ca.us
Phone Number: 916-774-5451

13. *Insurance Requirements:*

Seniors First will continue to meet the City's requirements to carry standard insurance coverages noted in the Proposal Guidance and will provide evidence of insurance, full endorsements and the City named or endorsed as additionally insured if selected for funding.

Seniors First 12-Month Meals On Wheels Program Budget

Personnel Costs	Annual Program Cost	Total Other Sources	Rocklin CDBG (Pending)	Request = to Percentage of Expenditure	Budget Explanation
Total Personnel Costs	**$ 165,471**	**$ 165,471**	**$ -**	0%	

Non-personnel Costs	Annual Program Cost	Total Other Sources	Rocklin CDBG (Pending)	Request = to Percentage of Expenditure	Budget Explanation
Catered Food	$ 224,353	$ 209,353	$ 15,000	7%	Total represents cost of 41,998 prepared meals purchased from Summit & Valley Food Services calculated at $5.342 per meal (166 baseline Seniors) over 253 service days per year.
Other Direct Costs	$ 109,330	$ 109,330	$ -	0%	
Subtotal Non-Personnel Costs	**$ 333,683**	**$ 318,683**	**$ 15,000**		
Total Direct Costs	**$ 499,154**	**$ 484,154**	**$ 15,000**		
Indirect Costs	$ 399,396	$ 399,396	$ -	0%	
Total Expenses	**$ 898,550**	**$ 883,550**	**$ 15,000**		
Request Percentage of Budget			2%		

CITY OF ROCKLIN CDBG 2025/2026
PROPOSAL by ST VINCENT de PAUL SOCIETY
ROSEVILLE AREA CONFERENCE

1) **Describe your organization (how long it has been in existence, the types of services you provide, location, is it a 501c3 or other type, etc.).** The St Vincent de Paul Society, Roseville Area Conference (SVdP), was founded in August 1983, starting as a small Thrift Store and office providing free furniture, and financial assistance for rent and utilities to Roseville residents. In December 1983, the Dining Room began serving 40 - 50 free hot meals per day. In January 1984, the Food Locker provided groceries to approximately 200 households in its first month of operation. Over the past 41 years, SVDP has created many programs and services, adding an Urgent Care Medical Clinic, BAGS Home Delivery Program, and Rental & Utility Assistance. Our current program offerings are:

Food Locker Drive Thru Distribution
BAGS Home Delivery Program
St Vincent de Paul Dining Room
Rental & Utility Assistance Program
SMILES (School Backpack & Christmas Shop)
Seniors in Crisis

2) Describe the program you would be providing with Rocklin CDBG funds. Please specify if this is a program that you have conducted previously (if so, when, where, for how long and with what sources of funding) or whether it is a brand new program.
SVDP would utilize funding to sustain the **Rocklin BAGS Home Delivery Program** currently in operation, into its third year. The BAGS Home Delivery Program was expanded into the City of Rocklin in November 2022, and is providing an essential service to many homebound elderly and disabled adults, with the delivery of groceries.

The program is funded for up to 85 low-income homebound seniors or disabled adults. The BAGS Home Delivery Program has been in continuous operation in the City of Roseville since 2001 and in the City of Rocklin since 2022. Groceries are delivered monthly by volunteer teams. The quantity of groceries delivered is sufficient to prepare a minimum of nine (9) to twelve (12) nutritious meals. This program is intended to supplement the grocery budget for those homebound seniors and disabled adults who are living independently and are able to prepare their meals, but may struggle to shop for groceries on their own. As of January 2025, there are 53 clients enrolled in the Rocklin BAGS Home Delivery Program.

Many of these individuals experience food insecurity with income often insufficient to pay basic living expenses. Food insecurity is a significant national health problem and an under-recognized social determinant of health. Food insecurity results in

constrained dietary options and competing demands for limited resources, including postponement of medication refills or health visits.
In 2011, the overall program scope was enhanced to help our clients with certain medical diagnoses meet their specific dietary needs, such as diabetic clients receiving appropriate foods from a list prepared by a volunteer nutritionist. In the fall of 2023, SVDP partnered with USF School of Nursing & Health Professions interns to assess our annual survey program, assist our clients with nutrition assessment and ongoing referral to CalFresh where indicated.

Groceries provided include shelf-stable ingredients purchased with CDBG funding. Shelf-stable items generally include items such as canned tuna, canned chicken, peanut butter, oats, black beans, peas, canned fruit, canned vegetables. Attempt is made to purchase small containers, easy open lids, low sugar, low salt content.

In addition to food purchased with grant funding, groceries are provided through the food locker such as cheese, milk, yogurt, lunchmeat, frozen meat, fresh produce (lettuce, tomatoes, potatoes, onion, apples, grapes, oranges,) depending upon availability. Clients also receive bread, eggs, crackers, pastries, and dry goods.

SVDP also utilizes grant funding to purchases protein shakes and nonfood items such as Depends, incontinence pads and feminine hygiene pads.

The goals of the Rocklin BAGS Home Delivery Program are to increase food security and prevent hunger by providing ingredients to prepare nutritious meals, which help our clients live healthier, happier lives. By providing this service, the Rocklin BAGS Home Delivery Program, in collaboration with other community partners, also enables low-income homebound elderly and disabled adults the ability to continue to live independently.

Challenges such as economic uncertainty and food insecurity make the BAGS Home Delivery program a crucial addition to the services provided by St. Vincent de Paul Roseville. The program continuously evaluates and adapts food options according to the changing needs of the community, by conducting our food survey every 1-3 years. The BAGS Home Delivery program not only addresses immediate hunger. The program also works towards long-term solutions for food insecurity. By providing a diverse range of nutritious options and fostering a supportive community, the program significantly impacts the lives of those in clients in need that we serve.

3) Describe specifically how you would spend the funds and who (by titles or description) would be conducting the activities if funding would be used for staff costs. (Please note that you cannot use the funds for Management / Admin / Overhead).
SVDP has established a relationship with Rocklin Grocery Outlet over several years supplying quarterly grocery purchases to the BAGS Home Delivery Program. SVdP has been purchasing for the Rocklin BAGS Home Delivery Program through this vendor since the programs' inception and plans to continue to purchase through this vendor.

In addition, other purchases are made online through vendors such as Sams Club for the purpose of bulk spending and savings. Funds will be used to purchase quarterly shelf-stable and diagnosis appropriate foods from these vendors, as well as other local food and nonfood vendor sources where appropriate and cost effective in order to stretch funding dollars as far as possible.

$12,000 to be spent quarterly specifically for shelf-stable food items.
$2,500 to be spent over the life of the grant for nonfood basic hygiene essentials such as Depends, incontinence pads and feminine hygiene
$2,000 to be spent on Case Management program cost

Case management provided by Rebecca Rush, Executive Director. Rebecca Rush has an educational background in Behavioral Health. Case management is provided as a program activity to each participant enrolled in the program.

Other staff and volunteer involvement - warehouse supervisor, administrative support, volunters and driver, fall under overhead and are not included in this request. Warehouse supervisor and administrative support, volunteers and driver expend an approximate collective additional 36 hours per week supporting the home delivery program.

4) Identify the specific amount of your funding request.

$12,000	Food Purchases - $3,000 per quarter
$2,500	Nonfood Purchases - $2,500
$2,000	Case management - $2,000

TOTAL REQUEST: $16,500

5) Describe how these services would fall under the National Objectives outlined in the NOFA.
The mission of St Vincent de Paul Society, Roseville Area Conference is to provide basic human services and programs to prevent hunger and homelessness

By providing home delivery of groceries to the low-income homebound elderly and disabled adults in the Rocklin community, SVDP will continue to serve an urgent need to those City of Rocklin residents facing food insecurity. Through the application and contact process, as well as volunteer visits, referrals to community partners are provided as needed for further assistance. With the ability to sustain the program initiated in 2022, SVDP will maintain the ability to serve the individuals in great need of this essential service within the City of Rocklin.

Recertification occurs annually in January. In addition to recertification, in January 2024 survey was conducted for the purpose of collecting information regarding 3 areas -

1. **Improve client satisfaction** - by collecting feedback, we gain valuable insight into aspects of the program that are working well and what areas may need improvement. This information allows us to make changes that will ultimately enhance the overall experience for our clients.
2. **Understand client needs** - By asking specific questions clients may share circumstances and food preferences that we can tailor to meet specific needs. This is especially important for those clients with dietary restrictions or food allergies.
3. **Identify areas for improvement** - This may include areas such as food preference options and meal delivery schedules to volunteer training and customer service.
By actively seeking feedback, we show clients that their opinions and experiences hold value. In the 2024 survey, preference questions regarding items were addressed, in addition to the following food security questions.
1. Are you receiving assistance through CalFresh, EBT?
2. Has the BAGS Home Delivery program helped you to improve or maintain your nutritional intake?
3. If you did not receive the BAGS Home Delivery program, would you have access to fresh meals?
4. Before joining the BAGS Home Delivery program, how often did you struggle to balance food purchases with other expenses due to financial constraints?
5. Are you satisfied with the quality and variety of food you receive?

Based upon responses to the survey, clients provided the following:
1. 93% responded YES the program helped to improve or maintain their nutritional intake
2. 73% responded YES if they did not receive the program, they would not have fresh meals to eat
3. 98% responded EXCELLENT to rating the staff, volunteers and drivers who deliver their food
4. 36% responded FREQUENT, 11% OCCASIONALLY, 2% RARELY to how often they struggled to balance food purchases with other expenses due to financial constraints before joining the program
5. Comments -
a. Grateful for the help
b. I'm so grateful and appreciative for this program
c. We appreciate your hard work
d. All deliveries have been very friendly and kind. Excellent!
e. Thank you for everything. Thank you for your wonderful volunteers

6) Describe how many individuals in the low or very-low income levels you expect to provide services to on a monthly and annual basis with the CDBG funds.
With the continuation of the Rocklin BAGS Home Delivery Program, the organization has the capacity to serve up to 85 individuals on a monthly basis during the program year. Currently, there are 53 clients receiving services. Of those clients, 90% are at 30% or below the AMI in Placer County.

7) Describe how you would ensure and document income levels and that Rocklin CDBG funds were only being used to provide service for Rocklin residents.
All applicants to the Rocklin BAGS Home Delivery Program are vetted via a detailed application process including identification verification and demographic survey. This includes proof of residency, picture ID, proof of income (62 years or older are assumed eligible), sources of income, etc.)

From initial program request, potential clients are vetted through the application process for eligibility and provided case management to determine level of assistance necessary to meet current and immediate future stability. Clients are also provided information and resources for additional community referrals as needed. Case management is ongoing with follow-up as needed.

8) List who in your organization would be the primary contact for the grant including their full contact information (i.e., phone, e-mail, etc.)

Rebecca Rush, Executive Director
(916) 781-3303 Office, (916) 477-1920 Cell
rebecca.rush@placersvdp.com

9) Provide the entity name, address and name of the individual that payments would be directed to, should you receive an award.

Rebecca Rush, Executive Director
(916) 781-3303 Office, (916) 477-1920 Cell
rebecca.rush@placersvdp.com

10) Indicate your preference regarding whether you would be invoicing and providing required reporting data monthly or quarterly.

SVDP would prefer to invoice and provide required reporting data quarterly.

11) Indicate who in your organization appears on the Secretary of State Business Search Forms and has the authority to sign contracts. Please provide the full names of those parties (preferable 2 individuals with signing authority). You will also be asked to provide a copy of the most current form if your entity is selected for funding.

Secretary of State form -
Donald Fraser, Board President
Tracy Falk, Board Vice President

12) Describe your experience, if any, as a recipient of CDBG funds, and from what entity. Please include a reference from that agency (if other than the City of Rocklin) including their complete contact information.

SVDP has received CDBG funding from the City of Roseville in support of the BAGS Home Delivery Program continuously since 2001, receiving approximately $15,000 annually.
Most recently, in FY 2024-2025, CDBG award from the City of Roseville $17,500. Contact person is Kristine Faelz, Housing Analyst, Economic Development Dept. 316 Vernon St., Roseville, CA 95678, Phone (916) 774-5451 Letter of Reference attached

SVDP has been a sub-recipient of CDBG funding from the City of Roseville in a collaborative with AMI Housing and KidsFirst (ASK) since 2017 for Rental & Utility Assistance.
For the past 2 years (FY 2023-2024 and 2024-2025, SVDP has received $75,000 per year to distribute in the cities of Roseville and Rocklin.

2022/2023 - SVDP received CDBG CV3 funding for both BAGS Home Delivery and Rental & Utility Assistance from the City of Rocklin

2023 - SVDP received CDBG funding for BAGS Home Delivery from the City of Rocklin
2024 - SVDP received CDBG funding for BAGS Home Delivery from the City of Rocklin

13) Optional Letter of Reference

Letter of reference provided from Kristine Faelz, City of Roseville Housing Division, Housing Analyst

14) Insurance requirements and endorsements

Insurance requirements will be fulfilled

City of Rocklin CDBG Proposal 2025-2026
Victim Services Program for Rocklin Residents

Organization Mission and History

Name: Stand Up Placer, Inc.
Description: Stand Up Placer's mission is: Saving lives by empowering survivors and educating communities to stand up to domestic violence, sexual assault, and human trafficking. We are a 501c3 nonprofit that provides services to approximately 4,000 Placer County survivors of domestic violence, sexual violence, human trafficking and their non-offending family members, and we offer community education around domestic/sexual violence and human trafficking to companies, agencies and schools. We have provided services to survivors since 1978, and we offer victims fleeing life-threatening abuse the only confidential safe house located within Placer County. We offer a full array of services designed to allow survivors to rebuild their lives from a place of safety, whether they receive these services as residential clients or, like most survivors, through our service office in Roseville. Core services include advocacy, accompaniment, peer counseling, therapy, legal assistance, emergency shelter, and housing.

Program Information

Description of Program: Stand Up Placer is requesting $20,000 from the City of Rocklin CDBG Program to benefit low to moderate income Rocklin residents who are victims of domestic violence, sexual assault, and human trafficking as part of the agency's Victim Services Program. This is an ongoing program with core funding provided by Cal OES Domestic Violence, Rape Crisis, and Human Trafficking Victim Assistance Programs. The agency has increased capacity by securing additional funding for over a decade from Roseville CDBG and Citizens' Benefit Fund, and for several years by the Rocklin CDBG grants. Funders include Kaiser Permanente and private donors. The program is funded through the end of the current fiscal year with applications in process or to be released for the next fiscal year.

The Victim Services Program addresses the need for survivors of domestic/sexual violence and/or human trafficking to address their trauma, including mental and

physical health needs, support their individual process of healing, and reduce the risk of future violence in their lives. The services in this program include: crisis intervention; therapy for adults and children; individual and group peer counseling; assistance with accessing the human services support system; legal advocacy including help with preparing temporary restraining orders (TROs), divorce and custody paperwork, and court accompaniment; and hospital accompaniment and advocacy. Referral to the safe house is provided for those fleeing life-threatening danger.

Program Strategy: Domestic violence, sexual assault, and human trafficking victims face significant safety needs, mental health issues due to their trauma, and many barriers to service. All agency staff and volunteers working directly with victims must successfully complete a 72- hour Crisis Intervention Training program as well as a job shadowing period before working solo with victims. During the pandemic, we began providing remote services. We have retained the remote option because it enhances accessibility. Services may be provided in-person, via telephone or video conferencing, or via telehealth applications depending on the clients' needs and preferences.

- *Crisis intervention* allows victims to plan their immediate next steps to address their safety, housing, and mental health needs. Initial intake and screening for CDBG eligibility occurs during initial client interactions and is recorded in the program enrollment section of agency's victim-services specific database, Apricot.
- *Clinical therapy,* provided under CDBG by agency staff offers survivors access to mental health care for their specific needs. Clinical Program staff include Licensed Marriage and Family Therapists (LMFTs), Registered Associate MFTs, and MFT trainees. Because we operate a training program for MFT candidates seeking to gain clinical therapy hours toward graduation and/or licensure, the specific therapy staff may vary year to year. Stand Up Placer will provide relevant clinical program staff credentials upon request once the 2025-2026 year begins. Clients with specialty needs receive referrals for these needs, such as substance abuse or psychiatric care to community partners.
- *Advocacy services* help survivors to access the continuum of care within the community including basic medical care and fundamental needs, such as food, clothing, and housing. Legal advocacy supports both the immediate need for safety with restraining orders as well as assisting survivors with accessing long-term legal remedies for their situations. Collectively, this array of services helps to improve safety, reduce the impact of trauma on survivors' mental health and that of their children, and reduces the risk of re-entering violent situations. We have found survivors achieve the most

successful outcomes when they are supported with culturally competent, trauma-informed care that honors their right to choose their own life goals and the best set of services to meet their unique needs.

Program Goals and Objectives: The Victim Services Program goals and objectives are as follows:

Goal 1: To increase access to services needed for recovery and resilience.

- Objective a: To increase access to mental health services to enhance recovery and resilience.
- Objective b: To increase access to supportive programming to enhance recovery and resilience.

Goal 2: To reduce risk factors, enhance protective factors, and link to appropriate resources to prevent future incidents of violence.

- Objective a: To assess the immediate needs of victims.
- Objective b: To increase personal safety and the perception of safety.
- Objective c: To reduce the risk of future incidents of violence.

Outcomes: Stand Up Placer will share objective and subjective outcomes with the City of Rocklin. We will share general income, race/ethnicity, age, and gender demographic information. We will report the total number of Rocklin survivors served and the number of CDBG beneficiaries served for the following advocacy and therapy services:

- Shelter referrals
- Crisis counseling (in person crisis intervention, safety planning and socialservices advocacy)
- Therapy sessions (individual clinical therapy sessions)
- Hotline calls
- Total Legal Services
    - Temporary Restraining Orders
    - Court Accompaniment

Stand Up Placer will also share survivor stories that demonstrate the personal impact that receiving services makes. Survivor stories are factual, but personally identifying information is altered to protect their safety and anonymity.

Funding Request, Use of Funds, and Staff:

Stand Up Placer is requesting $20,000 from the City of Rocklin CDBG Program to support the Victim Services Program. The budget request to the City of Rocklin reflects a portion of the wages and benefitsfor direct services staff who will provide the program services to Rocklin residents who are eligible beneficiaries of the CDBG

program. The funding for the Victim Services Program has remained flat, but the need in the community is increasing post-COVID. During a single weekend in July, 2024, we received 25 DVERT requests for assistance from local law enforcement. Law enforcement makes these calls when they arrest a suspect for domestic violence. Prior to 2024, the average was about 2-3 calls per day.

- Advocates perform crisis intervention, safety planning, advocacy, and accompaniment to victims according to their needs.
- Program Coordinators supervise advocates and provide direct services. They will bill time to the program *only* when they provide services to victims.
- Marriage and Family Therapists (MFTs) and Registered Associate MFTs provide clinical therapy.
- The Clinical Program Manager provides mandated clinical supervision to marriage and family therapist interns and clinical therapy to victims. She will bill time *only* when providing therapy to victims and their children.
- The Advocacy Program Manger manages the domestic violence, sexual assault, and human trafficking staff in the service office and provides direct client services when needed. This individual will *only* bill time when they provide advocacy services to victims.
- No management or administrative time, or overhead costs will be billed to CDBG funds per national CDBG program rules.

The services will be provided at Stand Up Placer's service offices in Roseville and/or on-scene at hospitals, law enforcement offices and court.

Alignment with National Objectives and Rocklin Consolidated Plan:

The Victim Services Program most closely aligns with the City's Consolidated Plan Priority Need CD 2, Public Services. Although the proposal does not directly provide Emergency Shelter, clients are referred to the shelter program through the funded program. It aligns with the National Objectives of Benefit to Low and Moderate Income Persons and meeting Urgent Need (domestic violence).

Number of Low and Very Low Income Residents to Be Served:

Full funding of this request will allow us provide therapy services to approximately 20 additional survivors and crisis intervention and advocacy services to approximately 80 more Rocklin survivors annually than we would without funding from Rocklin CDBG. Monthly client numbers vary due to fluctuations in the number of victims who present who are also CDBG-eligible Rocklin residents. We are requesting this amount to enable to continue to support to the city's most vulnerable residents due to increasing need. If the City of Rocklin is able to support Stand up Placer at a lower amount, we would lower the services to be provided proportionately. At funding of $15,000, we would be able to provide therapy to 15 additional individuals and crisis

intervention and advocacy to 60. At funding of $10,000 we would provide therapy to 10 additional individuals, and crisis intervention and advocacy to 40. The included budget is based on full funding but can be adjusted as needed.

Population to be Served: The population to be served by the Victim Services Program with CDBG funding is low income Rocklin residents suffering from the effects of domestic violence, sexual assault, and human trafficking and their children. We offer these services to all survivors regardless of race/ethnicity, age, disability, gender/gender identity, sexual orientation, faith traditions, or income. Survivor demographics track along the general county population demographics, with a majority white population followed by Hispanic/Latino, with smaller percentages of Asian/Pacific Islander, AfricanAmerican/Black, multi-racial, and Native Americans. Clients range in age from newbornto the elderly, but the majority of clients are aged 25-44. However, sexual assault clients are disproportionately children and transition-aged youth.

Approximately 90% of all victims we serve annually fall into the extremely low, very low, low, and moderate Area Median Income brackets established by HUD for our region. Approximately 50% of low and moderate income clients fall into the extremely low income bracket. Some come to Stand Up Placer with low income status, and others fall into poverty or financial distress by fleeing their dangerous living situations or because of their trauma.

Documentation:
Stand Up Placer documents program enrollments and services in the agency's HMIS-comparable database, Apricot. Because the program is based on urgent safety needs, victims of domestic violence are presumed eligible under CDBG guidelines; however, we will only consider Rocklin residents to be eligible CDBG beneficiaries if they provide residency, income, and racial demographic information. Survivors are not required to provide information to receive services due to the nature of their trauma.

Business and Contact Information

Primary Contact:
Chief Program Officer: Louise Arquilla 530-823-6224, louisea@standupplacer.org or project@standupplacer.org

Finance Contact:
Finance Director: Wade Zeller, 530-823-6224, wade@standupplacer.org or finance@standupplacer.org

Payment Information:
Payee: Stand Up Placer, Inc.
Address: PO Box 5462, Auburn, CA 95604
Attention: Wade Zeller
Agency EIN Number: 94-2578871

Billing and Reporting Preference: Quarterly

Individuals on Secretary of State Business Search Forms:
On the latest filing of information with the Secretary of State, the Officers are listed as:
Gary McDonald, Chief Executive Officer
Catherine Russell McGregor, Secretary
Justin Wright, Chief Financial Officer

Authorized Signatory:
Gary McDonald, CEO/Executive Director, gary@standupplacer.org 530-823-6224 OR
Louise Arquilla, Chief Program Officer, louisea@standupplacer.org 530-823-6224
Single signatory with Resolution of Delegated Authority.

Experience:
Stand Up Placer has been a City of Rocklin CDBG recipient since 2018 and a City of Roseville CDBG recipient for almost 20 years. Staff are proficient with all the forms and reporting needed to administer the program. While program staff experience frequent turnover, the Chief Program Officer has been with the agency for over 12 years, and the Data and Technology Infrastructure administrator has been with the agency for over 5 years. Although the Finance Director and CEO/Executive Director were new to the agency in 2024, they both have extensive and deep experience in the nonprofit and corporate sectors and are highly qualified. This team provides continuity to the program staff who provide the services funded by CDBG. The agency has worked closely with city staff throughout this time.

Stand Up Placer is pleased to provide any additional documentation that the City of Rocklin may request, including 501(c)3 determination letter, agency budget, tax returns and audited financials.

The required insurance policies are in the renewal process for 2025. We will be able to supply current (2025) insurance documentation as part of contracting the grant.

City of Rocklin

2025-26 CDBG

Subrecipient:	Stand Up Placer, Inc.
Program/project:	Rocklin Victim Services Project
Request/Award:	$20,000.00

Line item description of cost	Total program	CDBG	Other funds
Salaries (direct services personnel)	468,344.00	16,800.00	451,544.00
Salaries (program management)	91,786.00	-	91,786.00
Payroll taxes & benefits	67,816.00	3,200.00	64,616.00
Program services	6,135.00	-	6,135.00
Travel & mileage	2,483.00	-	2,483.00
Community Outreach	773.00	-	773.00
Rent/utilities/maintenance	74,279.00	-	74,279.00
Communications	8,993.00	-	8,993.00
Office supplies/postage/equipment	9,735.00	-	9,735.00
Information Technology	20,599.00	-	20,599.00
Professional fees (contractors & consultants)	41,592.00	-	41,592.00
Insurance	20,859.00	-	20,859.00
Total	$ 813,394.00	$ 20,000.00	$ 793,394.00

The Gathering Inn
Proposal to: City of Rocklin Community Development Block Grant
Program Year 2025
housing@rocklin.ca.us
January 24, 2025

The Gathering Inn respectfully requests consideration of Community Development Block Grant funding to support its efforts of serving people experiencing homelessness in Placer County, particularly those from Rocklin as their last place of residence.

Organizational Description

Celebrating its 20th year of operation, The Gathering Inn (TGI) is a 501(c)3 nonprofit offering a complete continuum of housing and supportive services for people experiencing homelessness: Emergency Shelter; Permanent Supportive Housing; Medical Respite Care; Homeless Prevention/Rapid Re-housing; housing placement; comprehensive support services; education and training; and post housing follow-up.

TGI started operations in 2004 as a winter only nomadic shelter serving individuals and families experiencing homelessness. After three short years, TGI evolved into a year-round program and is now a multi-faceted organization serving people experiencing homelessness in 13 different locations in the Greater Sacramento Region. Our comprehensive suite of services addresses the wide range of factors that contribute to one's experience of homelessness. Successful program outcomes are made possible through our trained and dedicated staff, the generosity of our donors, and our partnerships with local government and healthcare providers.

Program Description

TGI is seeking support for its Behavioral Health Program. In collaboration with Whole Wellness Therapy (WWT), TGI's Behavioral Health Program services are provided through in-person and online sessions and support front-line case managers through collaborative case management meetings. Services have been expanded by adding interns to the team, supervised by Isaac Smith. These services include:

- Therapy for individuals, couples, families and groups.
- Weekly collaborative case-management meetings with TGI staff and/or staff trainings.
- Clinical supervision for clinical staff, including up to 2 intern(s).
- Facilitation of 8-week Mindfulness-Based Problem Solving Therapy Groups: this is a good entry point for guests who may not be ready to seek individual support. Case managers have reported a decrease in behavioral issues from those who have participated in these groups.
- Facilitation of art therapy classes: this has been extremely well received by our guests who find it very therapeutic in addressing past trauma.

TGI has been contracting with behavioral health clinicians since 2015 to close the gap in access to services our guests often face with off-site providers. Both the owner and lead therapist with Whole Wellness Therapy served as case managers at TGI while pursuing their education, giving them a unique perspective on the needs of our guests. They understand the importance of trauma informed care and supportive therapy to help prepare our guests to be successful once they attain permanent housing.

Use of Funding

Funding received will support our contract with Whole Wellness Therapy (WWT), who provide the actual services to our guests. Staff from WWT directly responsible for service provision are:

Isaac Smith, MAT, LCSW, NTP is a licensed clinical social worker, functional nutritional therapy practitioner, and the owner of Whole Wellness Therapy. Over the last decade, Isaac has worked in a wide variety of settings: from dialectical behavior therapy (DBT) agencies to hospice organizations. Prior to founding Whole Wellness Therapy, Isaac worked with the University of California Davis Health to help them build and launch their substance use disorder treatment program as well as their Collaborative Care program, which focuses on treating chronic depression and anxiety in older adults. Isaac also oversees interns from local colleges who are completing their practicum activities at TGI in pursuit of licensure.
https://www.wholewellnesstherapy.com/team-members/isaac-smith

Hannah Brooks, MA, LMFT is a licensed marriage and family therapist at Whole Wellness Therapy. Specialized training in Emotion Focused Therapy (EFT), Attachment Therapy, Cognitive Behavioral Therapy (CBT), Motivational Interviewing (MI), Indigenous Psychology, Mental Health First Aid, Trauma-Informed Care, and Crisis Intervention.
https://www.wholewellnesstherapy.com/team-members/hannah-brooks

Paul Singh, LMFT is a licensed marriage and family therapist at Whole Wellness Therapy. Experience working with teens (ages 12-18) since 2013, as well as experience with the clients experiencing homelessness and addiction.
https://www.wholewellnesstherapy.com/team-members/paul-singh

For these services, TGI is requesting $10,000. This would provide up to 50 hours of individual or group therapy for guests accessing services at any of TGI's locations that are from Rocklin. TGI locations would include emergency shelters located in Roseville or Auburn, and our permanent supportive housing on Aitken Dairy Road in Rocklin.

This program is a Public Service that falls under the National Objective to benefit low- and moderate-income persons. All guests served by TGI are extremely or very low income. Demographic information is collected upon intake and is entered into the county HMIS system. When guests are referred to TGI's Behavioral Health Program, a service transaction is entered into their HMIS profile each time they access a service for tracking purposes.

Contacts

Primary Grant Contact:

Rolande Tellier
Sr. Director, Grants and Contracts
rtellier@thegatheringinn.com
916-662-5351

Payment Contact:

Lisa Trask
Controller
ltrask@thegatheringinn.com
916-521-1926

Authorized Signatory:

Keith Diederich
President and CEO
keith@thegatheringinn.com
916-945-1242

Our preference is to invoice and report quarterly.

CDBG Reference:

Kristine Faelz *Housing Analyst* City of Roseville
Economic Development Dept. – Housing Division
316 Vernon Street, Suite 150
Roseville, CA 95678
KPFaelz@roseville.ca.us
916 774-5451
TGI is a past and current recipient of CDBG funds from the City of Roseville to support our emergency shelter operations and mental health clinician services.

CITY OF ROCKLIN STANDARD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2025 PROPOSAL GUIDANCE

1) Describe your organization (how long it has been in existence, the types of services you provide, location, is it a 501c3 or other type, etc.).

Upwards is the largest network of licensed home-based childcare providers in the United States. We are a tech-powered early-learning childcare marketplace for families, providers, employers, and municipalities with a mission to solve care for good. In 2022, Upwards was ranked within the top 6% of the Inc. 5000 List of Fastest-Growing Companies in America. and was honored as one of Inc's Best Workplaces in 2023. Our growth is a testament to the fact that people from all over the country have joined our team to realize our vision of creating a world where every family has access to childcare, and caregivers thrive. We do this by partnering with all key stakeholders who contribute to the success of an early care system: childcare providers, families, private businesses, and public government entities.

For our vital childcare providers, Upwards provides backend toolsets and matching services to help them operate more efficiently, become financially sound, and increase job satisfaction and longevity. Upwards' unparalleled, real-time matchmaking technology increases successful enrollments and reduces administrative burdens. On average, providers who use the platform earn two to three times more income and save over ten hours per week by reducing administrative tasks. Over 200,000 childcare providers ranging from home-based childcare and centers to private in-home caregivers, use Upwards' software to conduct business.

Upwards also serves as a marketplace that provides easy-to-search, flexible care options for families to access coverage 365 days a year. This includes non-traditional hours, overnight care, and emergency backup care services, providing the options families need to balance their work and personal needs. Upwards has successfully matched over 2 million families with high-quality childcare providers in all 50 states.

Employers like Amazon, Chobani, and JC Penny. utilize Upwards' corporate services to offer childcare benefit programs to thousands of their employees. Providing easy-to-use childcare benefits promotes their wellness and health objectives, reduces absenteeism, and helps companies achieve their recruitment and retention goals. Upwards currently partners with businesses in almost 5,000 different zip codes across the country and recently conducted a study that showed Upwards' childcare benefits program increased the retention of a company's employed parents by 15% across all industries (Healthcare, Education, Manufacturing, Tech, Government, Non-Profit, and Retail/Hospitality).

Upwards also works with federal, state, and local governments to implement programs that reach underserved populations. Since it is well-documented that children who receive high-quality early education are more likely to have better educational and career outcomes, municipalities have welcomed the innovation Upwards brings to their current community program offerings. Our subsidy program for low-income families, UpLift, currently operates for the state of California and is making strides in applying technological tools to a previously antiquated system. Our community program, BOOST, coaches struggling childcare providers with free business technical assistance and is slated to launch in five new cities and counties in July 2023. Other innovative programs bring creative solutions to long-standing problems, including Back2Work, which helps unemployed parents and focuses on homelessness prevention, and our Weekend Warrior program for the U.S. Department of Defense finds childcare placement during non-traditional hours for the nation's Army Reserve Soldiers.

2) Describe the program you would be providing with Rocklin CDBG funds. Please specify if this is a program that you have conducted previously (if so when, where, for how long and with what sources of funding) or whether it is a brand-new program.

Upwards' Boost Program provides specialized business support and technical assistance to in-home childcare providers serving children ages 0-5, as well as before- and after-school care for children up to age 13. These microenterprises, typically employing fewer than five individuals, receive 12 months of personalized coaching aimed at building sustainable operations and enhancing financial resilience. Boost offers essential digital tools that aid in managing daily operations, including marketing support, family matching, enrollment automation, electronic billing, and curriculum management systems. By introducing best practices, providers can streamline their administrative tasks, increase enrollment capacity, and secure consistent revenue streams. BOOST aims to elevate provider revenue by at least 20% within the program period, helping participants reach full enrollment and optimize their business models. Additionally, the program is projected to create new jobs for low- to moderate-income (LMI) community members as childcare providers expand their staff to meet demand. This program directly benefits low- to moderate-income families who rely on affordable childcare for employment stability. By supporting the economic health of local childcare providers, Boost contributes to broader community resilience, enabling parents to work confidently and reducing childcare shortages in underserved areas.

3) Describe specifically how you would spend the funds and who (by titles or description) would be conducting the activities if funding would be used for staff costs. (Please note that you cannot use the funds for Management/Admin/Overhead).

Community Development Block Grant (CDBG) funding will be primarily allocated to cover the salaries and benefits of key program staff essential to operating the Boost program. This funding allows the Boost team to concentrate on activities that help

in-home childcare providers grow and achieve sustainability. In addition to salaries, CDBG funds will cover benefits such as healthcare and payroll taxes for these staff members. Upwards will match the CDBG funding by covering program infrastructure costs, including management software, marketing materials, translation services, and program supplies tailored specifically to meet the needs of childcare providers in Rocklin. Our Boost staff are composed of both current and former childcare providers, recruited from within our network and representing both center-based and home-based backgrounds. Their hands-on experience and understanding of the unique challenges facing childcare providers inform and strengthen our support efforts.
This strategic use of CDBG funds will enable Boost to serve 5 childcare providers, help them increase their revenues by 20%, and create 2 new jobs for low- to moderate-income (LMI) individuals. By investing in core staff and essential infrastructure resources, Boost supports the long-term success of both providers and the families who depend on their services.

4) Identify the specific amount of your funding request. (Please keep in mind that the City can only spend 15% of the anticipated grant amount – roughly $42,750 +/- on services and we usually have requests from multiple entities to consider in awarding of the funds).

Upwards is requesting a $40,000 grant from the Rocklin CDBG Entitlement program to fund its Business Operation & Optimization Support Tools (BOOST) initiative. The BOOST program provides personalized business coaching and technology tools to help home-based childcare providers in Rocklin's low-to-moderate income (LMI) communities stabilize and grow their microenterprises. We aim to assist 5 LMI childcare business owners with marketing, enrollment management, billing and payment, and curriculum planning - enabling them to fill open slots, increase revenues, and expand their licensed capacity. By strengthening the financial sustainability and service quality of these providers, BOOST will expand access to affordable, educational childcare for Rocklin's working families

5) Describe how these services would fall under the National Objectives outlined in the NOFA and within the City’s Consolidated Plan Priority Needs

The BOOST program primarily benefits Low- to Moderate-Income (LMI) clientele and increases the availability and accessibility of economic opportunities for participating microenterprise, childcare providers with less than 5 employees. The program is limited to a specific target population, microenterprise daycare owners, and

documentation of their income is recorded to ensure at least 51% of participants meet the income threshold. There is also a job retention and creation component to the program which is tracked among all participants. The BOOST Program foster the development and supports the expansion of microenterprise childcare providers by training owners sustainable business practices, providing the technical tools to maintain that sustainability once public funding is removed, and using 21st Century technology to support operational expansion and capacity building that leads to greater access to quality, affordable childcare for the entire community. BOOST's business and technical assistance includes: providing direct marketing support through Upwards' centralized family network to help childcare providers access new parents; family matching support that reduces the administrative burden on microenterprise owners, allowing them to focus on their business growth; enrollment automation to eliminate manual errors and support revenue optimization with real-time capacity monitoring; electronic Child Profiles that track educational progress and associated health data, ensuring higher quality early education and supportive service referrals for families in need; education and curriculum planning that improves quality and desirability; and so many other general business support activities that foster microenterprise operational development and capacity building efforts. According to the U.S. Department of Housing and Urban Development (HUD), programs like BOOST that support microenterprises are eligible for Community Development Block Grant (CDBG) funding under the Economic Development category, specifically Matrix Code 18c for Microenterprise Assistance.

6) Describe how many individuals in the low or very low-income levels you expect to provide services to on a monthly and annual basis with the CDBG funds.

We aim to serve 5 in-home child care providers within the City of Rocklin. Our long-term strategy is integral to the sustainability plan for the 12-month BOOST program, which focuses on empowering childcare providers to independently sustain and strengthen their businesses. The program equips them with essential knowledge, tools, and a solid business foundation, ensuring financial durability. This approach enables the program to continue supporting providers and families long after the grant period ends. Our commitment is reflected in the proverb, "Give a man a fish, and you feed him for a day. Teach a man to fish, and you feed him for a lifetime." The BOOST program aims to make childcare providers operationally sustainable within the first year, allowing them to achieve self-sufficiency and afford operational services independently. For providers who remain in the low-to-moderate income bracket after 12 months, our services will continue to be provided at no cost.

7) Describe how you would ensure and document income levels and that Rocklin CDBG funds were only being used to provide services for Rocklin Residents.

The Boost program is designed to support microenterprise childcare providers, with a key focus on ensuring that at least 51% of participants qualify as low- to moderate-income (LMI), as required by HUD's CDBG guidelines. However, based on previous participation trends, we anticipate that 100% of program participants will meet the LMI criteria. The income eligibility process begins with the completion of an intake application that records each participant's household size and annual income. Initially, participants self-certify their income, which is then followed by the collection of supporting documentation. Required documents may include W-2 forms, pay stubs, bank statements, or tax returns. Care Specialists are responsible for reviewing these documents and verifying that the participants meet the income eligibility criteria. To ensure the accuracy of self-reported information, discrepancies between self-certification and supporting documentation are addressed through follow-up procedures, where participants may be required to submit additional evidence or clarifications. This thorough review process ensures that all participants are correctly classified according to CDBG income thresholds. Once income eligibility is confirmed, participants proceed with the program, where they receive tailored business support and technical assistance. In addition to income verification, a comprehensive provider profile is created for each participant, which includes proof of active licensing, background checks, and inspection reports. Providers are also assessed on operational aspects, such as personnel rosters, facility conditions, and compliance with local regulations. These steps ensure that participants are fully equipped to benefit from the BOOST program while meeting program standards.

8) List who in your organization would be the primary contact for the grant including their full contact information (i.e., phone, e-mail, etc.).

Felipe Gamboa, Community Impact Specialist. Phone: 626-806-5831 Email: Felipe@upwards.com and Judy Ahumada, Boost Director Email: Judy@upwards.com.

9) Provide the entity name, address and name of the individual that payments would be directed to, should you receive an award.

Upwards Care, INC. California Based - 12130 Millennium Dr, Office 03-127 Los Angeles, CA 90094. Our agency UEI/SAM# HRBLHQGMG4T5. Our Federal Tax ID# 82-2418770

10) Indicate your preference regarding whether you would be invoicing and providing required reporting data monthly or quarterly.

We can provide an updated process of the program on a monthly basis and provide invoices quarterly however we are open to either.Grant managers are responsible for gathering quantitative data on program beneficiaries, while program staff

provide relevant qualitative insights. The Finance department reconciles these data against recorded expenditures, ensuring accuracy before reports are finalized and submitted externally.

11) Identify who in your organization appears on the Secretary of State Business Search Forms and has the authority to sign contracts. Please provide the full names of those parties (preferably 2 individuals with signing authority). You will also be asked to provide a copy of the most current form if your entity is selected for funding.

Entity Name: WEECARE, INC.
Entity No.: 4053937
Registration Date: 08/09/2017
Entity Type: Stock Corporation - Out of State - Stock
Formed In: DELAWARE
Status: Active
Authorize signer are Kat Fuentes, Jessa Santangelo, Jessica Chang

12) Describe your experience, if any, as a recipient of CDBG funds and from what entity. Please include a reference from that agency (if other than the City of Rocklin) including their complete contact information.

Upwards has extensive experience working with government partners and administering federal funds. We operate Federal, State, and Local programs and have become very familiar with government compliance, monitoring, and reporting requirements. By 2024, Upwards is projected to manage over $40 million in government-funded programs. On the Federal level, Upwards is currently facilitating childcare tuition payments and matching services for Army and Army National Guard Reservists. This program is broad in geographic scope and has required speedy product and tech adaptions to serve the unique needs of non-traditional care for military families. At the State level, Upwards is contracted with California to administer childcare subsidies to income-eligible families. This is funded through the Child Care and Development Block Grant (CCDBG). Upwards was awarded $2.065 million to provide direct tuition subsidies. Through our program, UpLift, Upwards expands access to quality childcare services in areas experiencing significant shortages. The program is designed to support highneed, low-income families, especially those facing a great housing instability risk. UpLift aims to establish a modern approach to an antiquated subsidy system to increase access to the most vulnerable families, making childcare truly more equitable. On the Local level, this year Upwards is running its community program, BOOST, for various cities and counties across the country in California, Florida, Washington and more. BOOST is designed to provide free business support services and tools to low-to-moderate income microenterprise childcare providers. Funded by the Community Development Block Grant (CDBG), this program treats providers as the small business owners they are. It equips them with essential digital

tools to make their operations more efficient and helps them learn how to run a sustainable operation. The goals are to empower these microenterprise businesses to reach their full revenue potential, stabilize their jobs in the childcare industry, and create new childcare jobs – all of which lead to more robust childcare services for the local communities. Upwards piloted this program in 2022 in Cathedral City, CA, and is thrilled its success has led to more municipalities adopting the program for their residents.

13) Optional – You may include other letters of reference for your program.

Please see attached 3 different letters of reference of our Boost Program

14) Please be aware that the City requires the standard insurance coverages noted on the following pages and will require evidence of insurance, full endorsements and the City named or endorsed as additionally insured if your entity is selected for funding. If your entity cannot meet these requirements, please provide information regarding the level of coverage that can be provided and written justification for any reduced amounts of coverage.

All insurance requirements can be met. We already have these coverages and once we are being recommended for funding we can update the policy to reflect the City of Rocklin.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: South Grove Street Apartments / Design Review, DR2024-0002 and Environmental, ENV2024-0008

Date: April 22, 2025

Submitted By: Bennett Smithhart, Senior Planner
Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (South Grove Street Apartments / ENV2024-0008).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (South Grove Street Apartments / DR2024-0002).

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

ATTACHMENTS:
1. Staff Report
2. SR Attachment 1 - Kimley-Horn Grove St Apts Intersection Evaluation Memo
3. Resolution A - Notice of Exemption
4. Resolution B - Design Review
5. Resolution B Exhibit A - Design Review

City Council Report

Subject: **South Grove Street Apartments**

Design Review, DR2024-0002
Environmental, ENV2024-0008

Date: April 22, 2025

Submitted By: Bennett Smithhart, Senior Planner
Arwen Wacht, Planning Manager
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
The Planning Commission and staff recommend the City Council approve the following:

A. Resolution of the City Council of the City of Rocklin Approving a Notice of Exemption (South Grove Street Apartments / ENV2024-0008)

B. Resolution of the City Council of the City of Rocklin Approving a Design Review (South Grove Street Apartments / DR2024-0002)

Proposal/Application Request:
The project seeks approval for a Design Review (DR2024-0002) under the Citywide Design Review Objectives and Criteria and the Quarry District requirements to construct a 78-unit multifamily building, offering studio, one-bedroom, and two-bedroom apartments. Site amenities include a pool, clubhouse, landscaped areas, bioretention basins, 156 parking spaces, and carports covering 78 of those spaces.

Project Location:
The parcel, located at 5345 South Grove Street, is a 2.71-acre site. It is currently zoned Planned Development Residential (PD-R) with a General Plan designation of High Density Residential (HDR). The site is also designated Residential 24+ (R24+) in the Residential Minimum Overlay Zone (RMDO). The Assessor's Parcel Number (APN) is 010-270-008. The property includes an 816-square-foot single-family home built in 1964 (**Figure 1**).

Figure 1. Project Location



Project Applicant and Ownership:
The property owner is RK Properties and Development LLC, and the applicant is Akashdeep Grewal.

Planning Commission Hearing:
On March 18, 2025, the Planning Commission reviewed the proposed project. Following staff and applicant presentations, a public hearing was held where four speakers raised concerns about the project's density, height, traffic impacts, and neighborhood changes. The Commission voted 3-2 to recommend approval to the City Council. A detailed summary of the Commission's deliberations, actions, and staff responses to concerns raised by the public is provided in the *Summary of Planning Commission Hearing and Action* section.

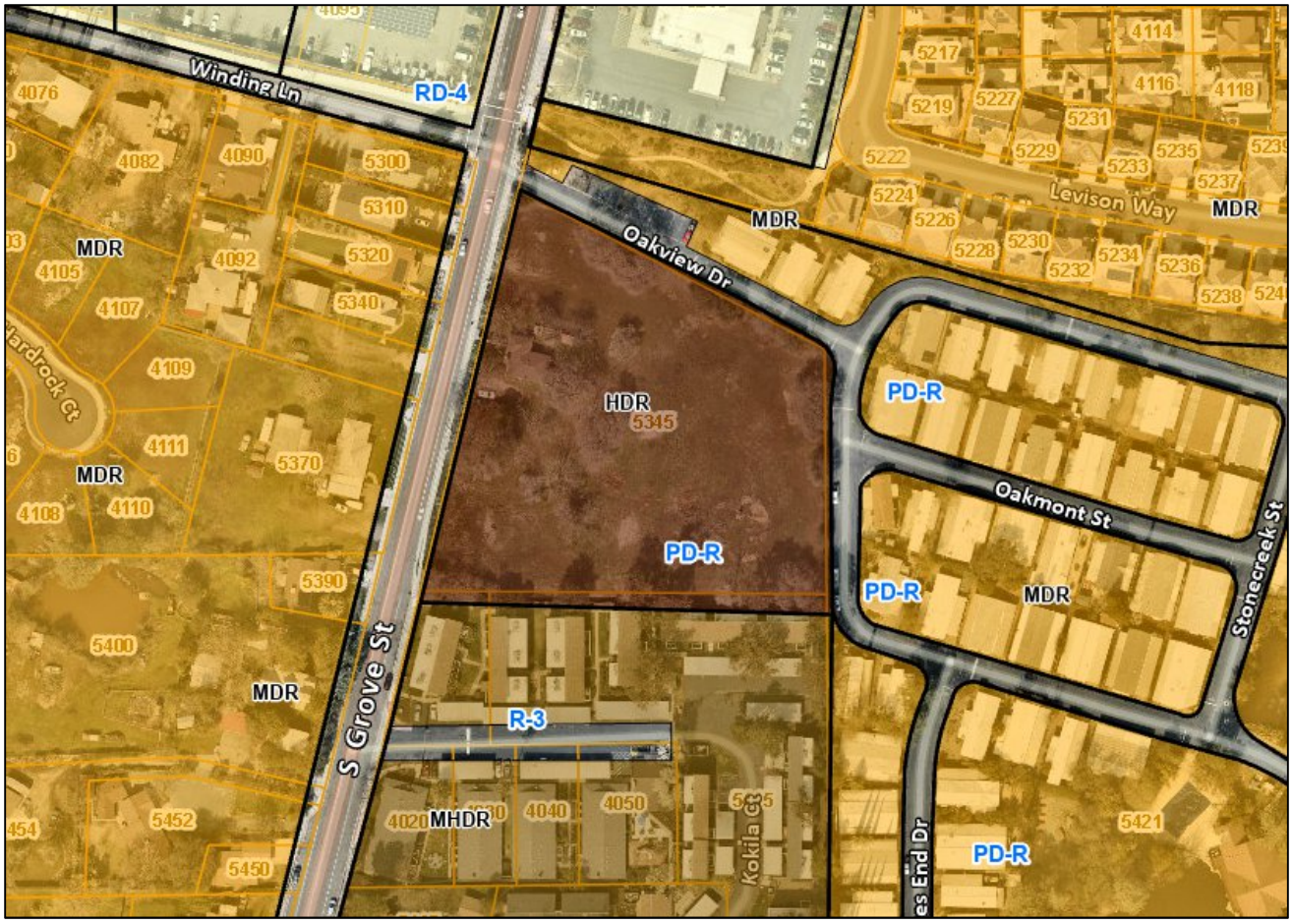
Site Background/Characteristics:
The project is located southeast of the intersection of Winding Lane and South Grove Street. The site is approximately 200 feet south of the Department of Motor Vehicles (DMV) and 300 feet southeast of the Rocklin Police Department. The 2.71-acre site is currently underdeveloped and includes an 816-square-foot single-family home that was built in 1964. The project site is covered with annual grasslands and has oak trees along its edges.

Surrounding properties to the north and east are designated as Medium Density Residential (MDR), while properties to the south are designated as Medium-High Density Residential (MHDR). To the west of the project site, across South Grove Street, are single-family dwellings designated as Medium Density Residential under the Rocklin Civic Center General Development Plan. The project site itself is designated as High Density Residential (HDR). See **Table 1** and **Figure 2** for surrounding land uses.

Table 1. Surrounding Uses

	Current Use	Current General Plan	Current Zoning
Project Site	Developed with Single Family Dwelling	High Density Residential (HDR)	Planned Development Residential (PD-R)
North	Multifamily Residential	Medium Density Residential (MDR)	Planned Development Residential (PD-R)
South	Multifamily Residential	Medium-High Density Residential (MHDR)	Multiple-Family Residential (R-3)
East	Multifamily Residential	Medium Density Residential (MDR)	Planned Development Residential (PD-R)
West	Single Family Residential	Medium Density Residential (MDR)	Planned Development Residential (RD-4 / Four Dwelling Units Per Acre)

Figure 2. Current General Plan/Zoning



General Plan and Zoning Compliance:
The site's current General Plan designation is High Density Residential (HDR), with a minimum density requirement of 24 dwelling units per acre, as established by the RMDO. The site is zoned Planned Development Residential (PD-R). Apartments are consistent with the HDR General Plan designation and a permitted use in the PD-R zone. With 78 dwelling units proposed on 2.71 acres, the project density is approximately 28 dwelling units per acre, which is consistent with both the minimum density requirements under the HDR designation (minimum of 15.5 dwelling units per acre) and the PD-R zoning / RMDO-R24+ overlay zoning (minimum density requirement of 24 dwelling units per acre) for this site.

Design Review Entitlement Review:
Pursuant to the Rocklin Municipal Code (RMC), Design Reviews are discretionary entitlements that provide an opportunity for the City and outside agencies to analyze proposed development, determine if the proposal is consistent with applicable land use designations, zoning, other applicable codes, as well as architectural and site design standards. Staff analyzes the site design; access, circulation, and parking; landscaping; walls and fences; architecture; and signage for compliance with the Citywide Design Review Criteria and other City codes and standards such as the provision of adequate on-site parking. Design Review is by and large the analysis of the aesthetics of a development and how it fits within the context of the surrounding area. Additionally, for those projects within Architectural Review Districts, the Architectural Review Committee (ARC) reviews and recommends to the Planning Commission approval of a project that meets the minimum requirements for the specific District.

Historically, staff and the Planning Commission have been charged with reviewing development proposals as noted above, for consistency with land use, zoning, and design review guidelines, and for compatibility with surrounding development. When establishing land use and zoning designations on a broad scale, such as during the development or update of a City-wide General Plan, or on a slightly lesser scale during the development or update of a General Development Plan, overall factors such as land use balance, compatibility and fiscal considerations are analyzed and considered. Generally speaking, projects that involve only Design Review entitlements are analyzed specific to the items discussed in the above paragraph and do not involve an in-depth review of land use balance or fiscal considerations such as the desirability of a particular use in support of the overall long-term economic goals of the City.

Per RMC Section 17.72.070(C), any decision by the design review board (the ARC) or the City Council on a design review application shall be based on consideration of the following:

1. Relationship between the site design and the surrounding development, natural features and constraints and traffic flow;
2. Height, bulk and area;
3. Orientation of buildings and structures (with emphasis on energy consumption for heating, cooling, lighting);
4. Color scheme and materials;
5. Style, type and orientation of lighting;
6. Dimensions and placement of signs and graphics;
7. Landscaping (with emphasis on aesthetics, use of water and maintenance needs);
8. Parking design, including ingress and egress patterns;

9. Other design review criteria, which may be adopted from time to time by resolution of the council.

Design Review Evaluation:

General Design and Site Layout

The proposed project is an apartment community with 78 total units, as well as associated parking, landscape, and other site improvements. A mix of studio, one-, and two-bedroom units are within one three-story building. These apartment units would range in size from 430 square feet for studio units to 1,020 square feet for two-bedroom units. See **Figure 3**.

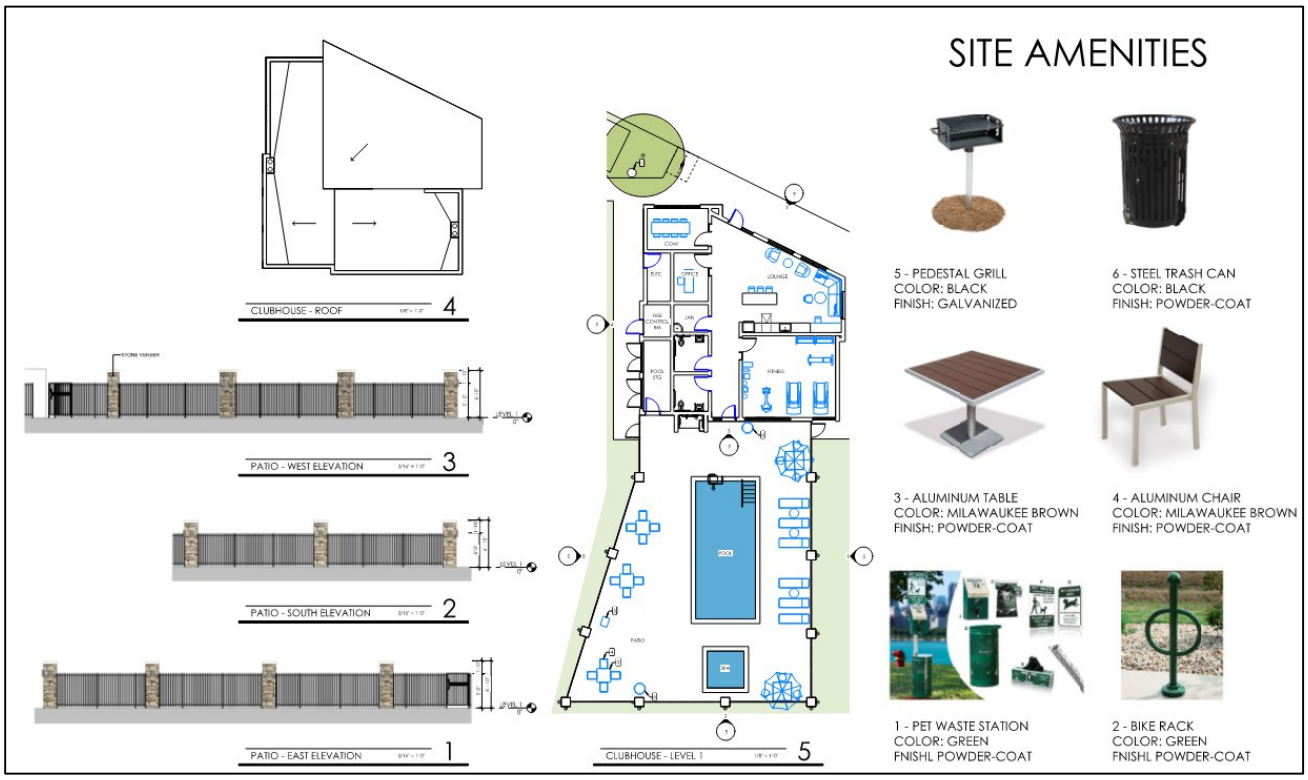
Figure 3. Project Site Plan



Amenities

The outdoor amenities in the fenced in courtyard area include a swimming pool, spa, outdoor patio with seating, and a barbeque. Additional apartment amenities include an indoor lounge and fitness center, covered parking and electric vehicle charging. **See Figure 4**.

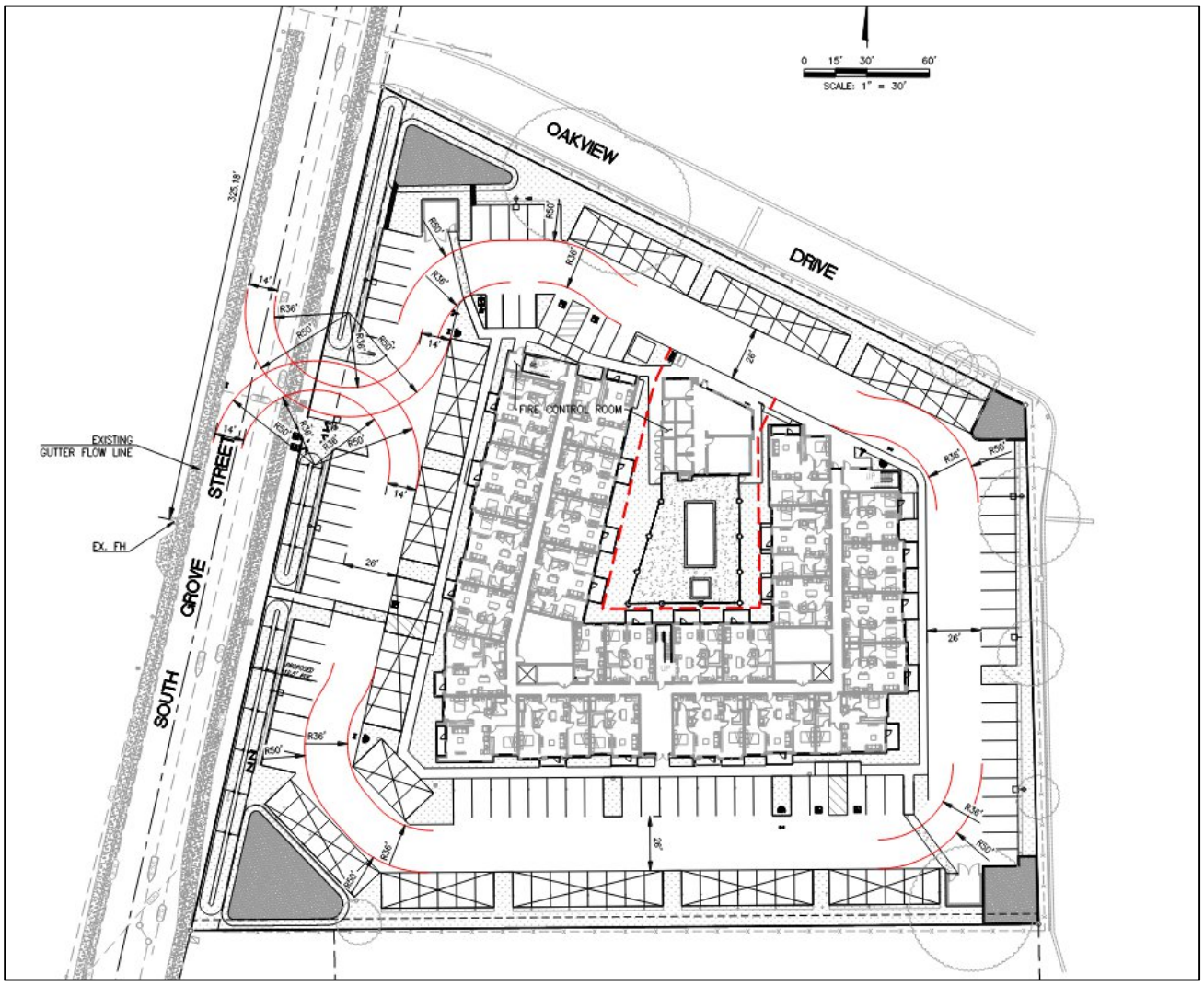
Figure 4. Project Rendering



Access and Circulation

Drive aisles, with a width of 25 feet, will provide internal access throughout the site. Accessible pedestrian pathways are planned around the buildings. Full frontage improvements, including curbs, gutters, and sidewalks, are present along South Grove Street. The existing Class II bike lane and public sidewalks on South Grove Street will be maintained. See **Figure 5**.

Figure 5. Access Site Plan



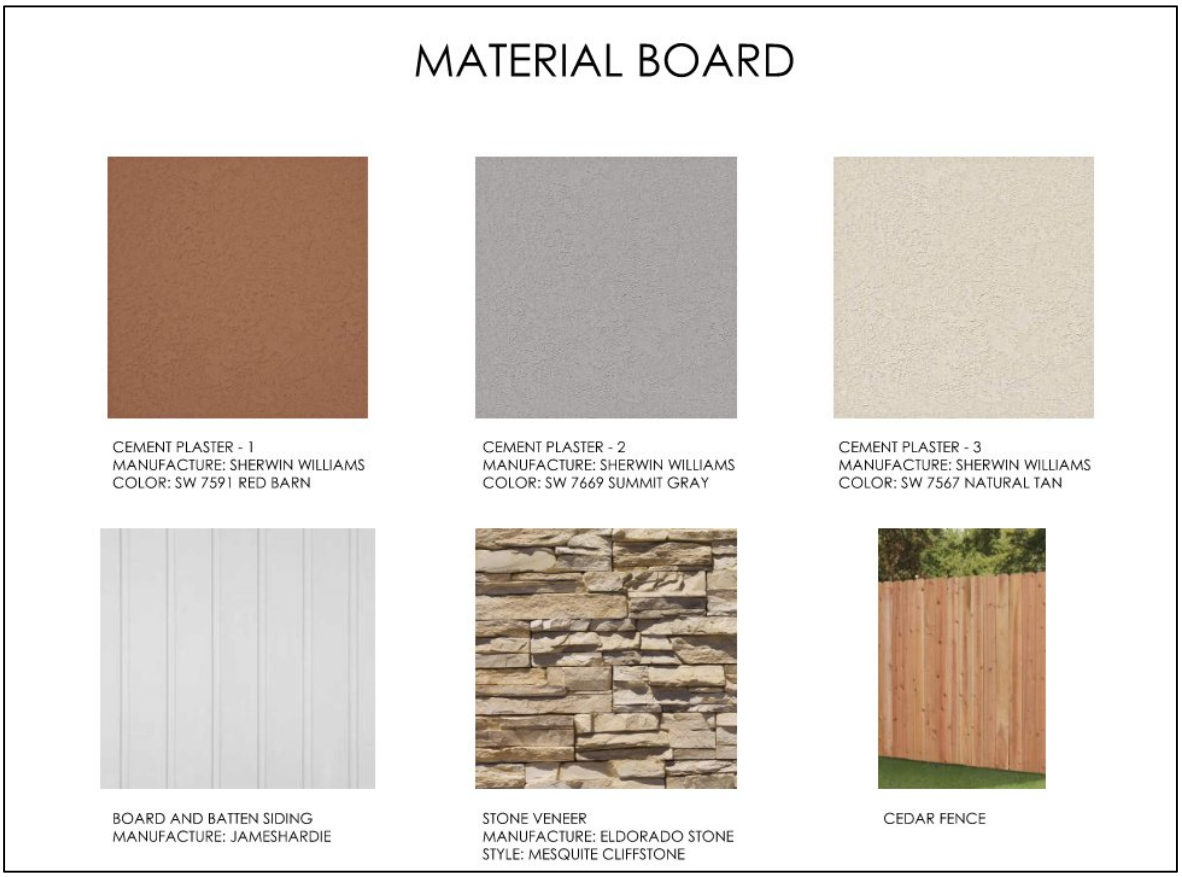
Building Architecture

The project design is consistent with the City Design Review Guidelines and the Quarry Architectural District Guidelines. The project's design incorporates rustic and vernacular elements reflecting the area's mining heritage, including sloped gable roofs, a varied stone base, and exposed wood accents at the gable ends. The stone-finished base is topped with wood-framed gable structures at the roofline. The project paint and material combine warm and cool tones with textured finishes with natural elements. See **Figures 6 and 7.**

Figure 6. Building Elevations



Figure 7. Building Elevation Materials



Building Height

The three-story apartment building is proposed at 40-feet high, which is within the 50-foot maximum building height allowed. Pursuant to RMC Section 17.72.070, residential buildings

with a height of greater than 30 feet, or more than two stories, are subject to the approving authority of the City Council.

Architectural Review Committee

The project is located within the Quarry Architectural District. According to the Architectural Guidelines, the Quarry District's architecture is rustic and vernacular featuring granite, exposed wood elements and reminiscent of its mining heritage. On September 5, 2024, the Architectural Review Committee (ARC) considered the architecture for the South Grove Street Apartments project. The ARC was supportive of the Project's architecture and determined that it generally complied with the Quarry Architectural District requirements. The ARC recommended approval of the Project's architecture with a 5-0 vote.

Parking

RMC Section 17.66.020 states that apartments shall provide one and one-half paved parking spaces for each one-bedroom unit, and two paved parking spaces for each unit with two or more bedrooms, plus 25 percent paved visitor parking spaces, further stipulating that at least one parking space per unit shall be covered.

The project parking requirements are as follows:

Table 3 – Project Parking Requirements

	Project Units	Rocklin Zoning Code Req.	Rocklin Zoning Code Spaces Req.
1 bedroom	39	1.5 spaces / unit	59 spaces
2+ bedroom	39	2 spaces / unit	78 spaces
Guest	--	.25 spaces / unit	19 spaces
Total	**78**	--	**156**

The project proposes a total of 156 parking spaces, which meets the minimum requirement set by the RMC. Of these, 78 spaces would be covered, satisfying the applicable standards. Therefore, the project complies with the parking requirements of RMC Section 17.66.020.

Landscaping

The South Grove Street Apartments project includes a diverse selection of trees, shrubs, and groundcover to enhance seasonal interest and complement the site's scale. Boulders will be integrated into the planting areas to provide added interest and follow the theme of the surrounding development. Large canopy parking lot shade trees, vertical shrubs, and low groundcover plants will soften the transition as the user moves through the site. A landscape berm will be provided to screen cars and headlights from adjacent roadways. The landscape will be required to meet all Model Water Efficient Landscape Ordinance (MWELO) standards for water efficiency. See **Figure 8**.

Figure 8. Conceptual Landscape Plan



Fencing

A 6-foot solid wood cedar fence is planned for the north, east, and south perimeters of the apartment complex. In the areas within the front setback along South Grove Street, the fence will be 30 inches in height.

Signage

Two types of signage are proposed for this project: 1) a singular monument sign at the entry and 2) directional signage within the project site. The monument sign will be constructed using stone veneer, metal, and cement plaster, with colors that complement the building's exterior. See **Figure 9 and 10.**

Figure 9. Monument Sign

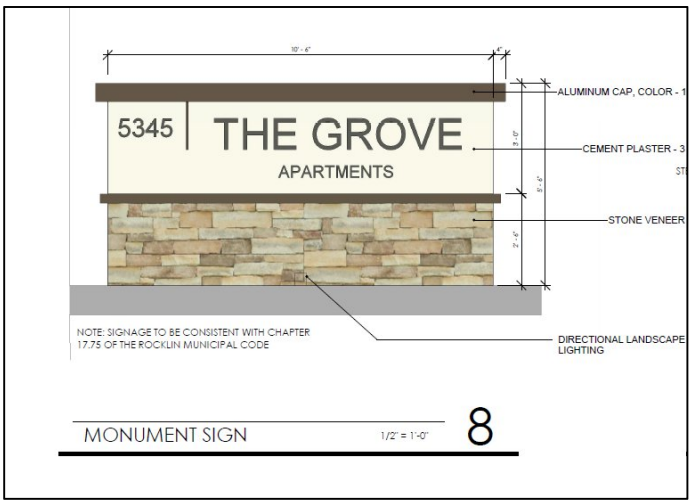
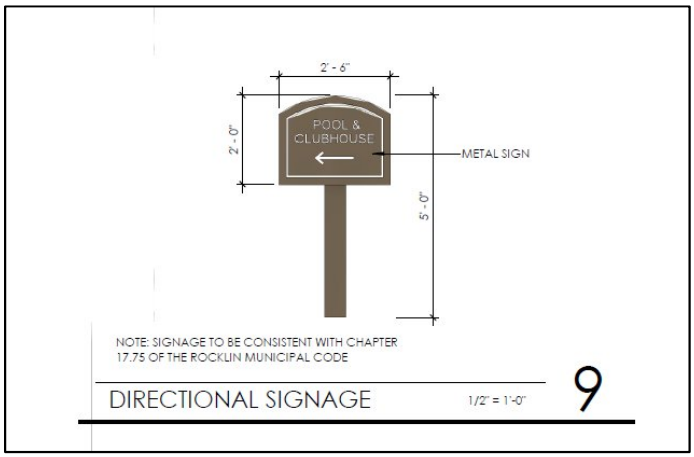


Figure 10. Directional Signage



Public Art

The project also includes a proposed mural on a portion of the north elevation. During the permit phase, the owner will collaborate with an artist to develop a design for submission to the City of Rocklin for review.

Regional Housing Needs Allocation (RHNA) Site:

The project site is Site 2 in the 2021-2029 Rocklin Housing Element and is designated for Lower Income, meaning the property is intended for individuals at 80 percent or less of the Area Median Income (AMI); the capacity of the site was estimated at 65 units. The project is proposed as market rate, so the project will not be deed restricted to mandate affordability; however, the Project's inclusion of studio units, approximately 430 square feet in size is expected to provide a more affordable level of market rate housing.

The site is designated and zoned for residential use, aligning with the South Grove Street Apartments project proposal. The City has no mechanism to require the developer to provide affordable units to assist in achieving the City's goals. However, staff continues to monitor the inventory of approved project sites. To further compliance with State Regional Housing

Needs Allocation (RHNA) requirements, the Residential Minimum Density Overlay (RMDO) Zone was adopted and became effective on January 14, 2025, as part of Program 10 of the Housing Element, creating additional opportunities for affordable housing.
Summary of Planning Commission Hearing and Action:

Summary of Planning Commission Hearing and Action:
While the Planning Commission (Commission) Hearing was referenced at the beginning of the report, this section provides a detailed summary of the Commission's deliberations, actions, and staff responses to concerns raised by the public during the March 18, 2025 hearing. Following presentations by staff and a statement from the applicant team, the Commission opened the public hearing. Four members of the public provided comments on the Design Review request, expressing concerns about the project's density and height, stop sign violations, increased traffic and intersection operations, and recent increases in growth in the area and resulting increases in traffic and changes to the neighborhood character. The Commission then closed the public hearing and began deliberations.

During deliberations, the Commission discussed the following:

1. Traffic operations at the intersection of South Grove Street and Winding Lane, with particular attention to the increase in traffic, the intersection design and the offset driveway at Oakview Drive to the Sierra Lakes Mobile Home Park, and concerns about stop sign violations.

2. Concerns regarding the project's density, specifically the proposed building heights and their compatibility with surrounding properties, and questions about oak tree preservation on the project site.

The Commission voted 3-2 to recommend approval of the project to the City Council.

Staff's Responses to Concerns:

Traffic

On March 26, 2025, staff met with the project traffic engineer to discuss and investigate the concerns raised during the hearing. Following this meeting, the project traffic engineer conducted further analysis and prepared an evaluation to address these traffic concerns. The evaluation includes a review of intersection operations, peak-hour signal warrant findings, collision analysis, and recommendations for the noted intersection. Per the analysis, the intersection is anticipated to operate efficiently and maintain a similar level of safety under its existing control and configuration with the proposed project. However, to mitigate concerns related to stop sign violations, the following signage and striping treatments are recommended and are included as conditions of approval:

1. Install red reflective strips on the existing stop sign posts.

2. Install W3-1 (Stop Ahead) signage on South Grove Street, along with corresponding "STOP AHEAD" pavement markings, in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD).

3. Grind existing northbound South Grove Street stop bar and install new 12" thermoplastic stop bar approximately 4-feet north of the existing stop bar to align with the asphalt on Oakview Drive.

Density

In 2005 the City initiated a planning effort to update the vision for development in the Downtown Rocklin Area. After review of conceptual versions of the new Downtown Plan in 2006, the City Council and the Planning Commission directed staff to incorporate key portions of the new Downtown Rocklin Plan concepts, including land use densities and intensities, into the 2012 Rocklin General Plan Update. As a part of the 2012 Rocklin General Plan Update effort, the project site was given a General Plan land use designation of Mixed Use.

At the time of the submission of the project application, the South Grove Street Apartments site was zoned Planned Development Residential (PD-R) and with a Mixed-Use General Plan land use designation, which has a density range of 10 to 40 units per acre. On January 14, 2025, the Residential Minimum Density Overlay (RMDO) Zone was adopted, pursuant to Program 10 of the Housing Element, at which point the land use designation was amended to High Density Residential (HDR) with a minimum density requirement of 15.5 units per acre and a zoning overlay of Residential, 24+ (RMDO-R24+). Since the zoning density is now more restrictive than the land use designation, the most restrictive standard was applied and the project site now has a minimum residential density of 24 units per acre.

The project's site density has historically allowed for a multifamily apartment project with approximately 28 units per acre such as is being proposed. The Mixed-Use land use designation has remained unchanged, and both the current 2021-2029 and prior 2013-2021 Housing Elements of the Rocklin General Plan have consistently established a density range of 10 to 40 units per acre under this mixed-use designation. Accordingly, the proposed project's density of approximately 28 units per acre aligns with the Rocklin General Plan and Housing Element, both in their current form and as previously established.

It is important to note that under the California Housing Accountability Act (Government Code Section 65589.5), local jurisdictions are generally prohibited from denying housing development projects or requiring lower densities if the proposed project complies with applicable objective standards. Exceptions to this prohibition may only be made if a jurisdiction finds that:

1. The project would have a specific, adverse impact on public health or safety; and

2. There is no feasible method to mitigate or avoid the impact other than disapproving or reducing the project's density.

A "specific, adverse impact" must be a "significant, quantifiable, direct, and unavoidable" threat, as defined in Government Code § 65589.5(j)(1)(A).

Safety

As part of the staff review, Planning staff coordinated with Fire and Police Department staff to assess the adequacy of the singular driveway during an emergency evacuation. During this review, the project applicant added emergency pedestrian access points to provide additional evacuation routes in the event of an emergency. The two pedestrian evacuation routes would be on South Grove Street and on Oakview Drive. Due to the number of units in the project, an additional vehicle access point was not mandated. The Transportation Impact Study prepared by Kimley-Horn provided the following analysis:

> *Vehicles may access the site via a proposed full-access driveway located on South Grove Street. According to the analysis, the driveway is expected to provide adequate operations and circulation for vehicles entering and exiting the site. The Rocklin Fire Department's Civil Improvement Plan Standard stipulates that fire access roads must have an inside radius of 36 feet and an outside radius of 50 feet. The circulation pattern provided in the project site plan is deemed sufficient to accommodate emergency vehicle access and circulation for reasonably anticipated vehicle types.*

Changes in Neighborhood Traffic and Character

The project site is one of the last few remaining undeveloped lots in the South Grove Street/Winding Lane/Lost Avenue/Kannasto Street neighborhood area, and while some of the existing larger developed lots in the area could potentially be further subdivided, there is little opportunity for additional growth and corresponding increases in traffic in the project area. The development of this project site does not set a precedent for future development patterns in the community.

With respect to neighborhood character, historically, the residential parcels in this area have been characterized by single story homes and large yards, although there are existing two-story apartment buildings immediately adjacent to, and south of, the project site. Unlike the existing two-story apartment buildings, and in an effort to make the scale of the project's three-story building less imposing, the project includes a large structural setback so that the buildings are distanced away from the street. With this large setback and the project's proposed landscaping, it is anticipated that the project site will blend into the community over time, as the tree canopy is established and matures.

Revisions Made Subsequent to the Planning Commission Hearing:

1. Following the Commission meeting, staff incorporated changes to the project conditions of approval, including adding a condition of approval to require the implementation of the arborist's recommendations for native tree protection. The arborist's recommendations were included as a note on the project plans, but for added clarity during the construction process, they have now been included as a condition of approval.

2. The project applicant has provided an additional project rendering to include the adjacent multi-story apartment buildings to help the City Council envision the project's design within the surrounding community (see Sheet 1.2 of Exhibit A to the Design Review Resolution).

3. The project applicant provided a memo from the project's traffic engineer, Kimley-Horn, dated April 2, 2025, which is included as Attachment 1 to this staff report. Recommendations from this memo have been incorporated as project conditions of approval.

Environmental Determination:
The project was determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines under Sections 15332 – Infill Development. For a more in-depth discussion of the environmental evaluation and conclusion, please refer to the Notice of Exemption attached to the draft resolution approving said exemption.

Recommendation:
The Planning Commission and staff recommend that the City Council approve the South Grove Street Apartments, as proposed and conditioned.

Attachments:
1) Kimley-Horn Traffic Memo, dated April 2, 2025

Kimley»Horn

Memorandum

To: Kosh Grewal

From: Curtis Yee, PE

Re: ***South Grove Street @ Winding Land/Oakview Drive Intersection Evaluation***
5345 South Grove Street Apartments
Rocklin, California

Date: April 2, 2025

The purpose of this memorandum is to supplement the *Transportation Impact Study*[1] completed for the 5345 South Grove Street Apartments (the "project") by documenting the project's vehicular volume effect on the South Grove Street intersection with Winding Lane/Oakview Drive.

We understand that the public has expressed concerns about the operations and safety of the South Grove Street intersection with Winding Lane/Oakview Drive. Public comments offered at the March 18, 2025, City of Rocklin Planning Commission Meeting included concerns that drivers are not obeying the existing all-way-stop control (AWSC) at this location and that the behavior will be exacerbated by the addition of the project. Additionally, there were concerns about the lack of visibility of Winding Lane from the stop bar at northbound South Grove Street.

This evaluation includes a review of intersection operations, peak-hour signal warrant findings, collision analysis, and recommendations for the noted intersection.

Intersection Operations

This operations analysis was completed in a manner consistent with the project's *Transportation Impact Study*[1]. Peak-hour turning movement counts for the study intersection were collected on August 28, 2024. Traffic Counts are included in this memo as **Attachment A.** The proposed project trips were then added on top of the existing turning movement counts to establish a "plus project" scenario. **Table 1** presents the intersection Level-of-Service (LOS) summary for the weekday AM, and weekday PM peak-hour with the project.

Table 1 – Level of Service Summary

ID	Intersection	Control	Peak Hour	Existing (2024) plus Project	
				Delay [sec]	LOS
1	South Grove Street @ Winding Lane/Oakview Drive	AWSC	AM	7.5	A
			PM	7.8	A

Note: AWSC = All-way-stop control

As shown in **Table 1**, the project intersection is anticipated to operate acceptably at LOS A for both the AM and PM peak-hours with the project. Analysis data sheets are provided as **Attachment B**.

[1] *Transportation Impact Study, 5345 South Grove Street Apartments*. Kimley-Horn, February 4, 2025.

Peak-Hour Signal Warrant

A planning level assessment of the need for traffic signalization was performed for the study intersection. This evaluation was performed consistently with the peak-hour warrant methodologies noted in Section 4C of the *California Manual on Uniform Traffic Control Devices (CAMUTCD)*, dated March 30, 2021. The peak-hour signal warrant found that a traffic signal is **not warranted** at the study intersection in neither the weekday AM or PM peak-hours. Detailed results of this analysis are presented in **Attachment C**.

Collision Analysis

Collision data for the past 5-years (2020-2024) at the project intersection was reviewed by the City of Rocklin. The City identified the following:

- There was one (1) collision in 2021
  - Primary collision factor was unsafe speed resulting in a lane departure crash
- There was one (1) collision in 2022
  - Primary collision factor was a construction crew failing to cover a hole in the roadway

Collision data for the past 5-years provided does not demonstrate safety concerns at the study intersection.

Recommendations

As shown in this intersection evaluation, the South Grove Street intersection with Winding Lane/Oakview Drive is anticipated to operate efficiently and at a similar level of safely under its existing control and configuration with the proposed project. However, to address concerns related to stop sign violations and lack of visibility of Winding Lane from the northbound South Grove Street approach, the following signage and striping treatments are recommended:

- Install red reflective strips on the existing stop sign posts
- Install W3-1 (Stop Ahead) signage on South Grove Street and accompanying “STOP AHEAD” pavement markings in a manner consistent with the California Manual on Uniform Traffic Control Devices (CA MUTCD)
- Grind existing northbound South Grove Street stop bar and install new 12” thermoplastic stop bar approximately 4-feet north of the existing stop bar to align with the asphalt on Oakview Drive

Attachments

Attachment A – Turning Movement Counts
Attachment B – Intersection Analysis Sheets
Attachment C – Peak-Hour Traffic Signal Warrants

Attachment A
Turning Movement Counts

Prepared by National Data & Surveying Services

S Grove St & Winding Ln / Oakview Dr

Peak Hour Turning Movement Count

ID: 24-070155-007
City: Rocklin

Day: Wednesday
Date: 8/28/2024

PEAK HOURS

AM: 07:45 AM - 08:45 AM
NOON: NONE
PM: 04:00 PM - 05:00 PM

COUNT PERIODS

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

CONTROL: 4-Way Stop

	AM	NOON	PM
TEV	203	0	248
PHF	0.83		0.90

SOUTHBOUND (S Grove St)

	AM	NOON	PM
Left	24	0	32
Through	36	0	72
Right	18	0	22
U-turn	0	0	0
Total	122	0	115

EASTBOUND (Winding Ln/Oakview Dr)

	AM	NOON	PM
Left	25	0	33
Through	0	0	0
Right	29	0	30
U-turn	1	0	0
Total	1	0	0

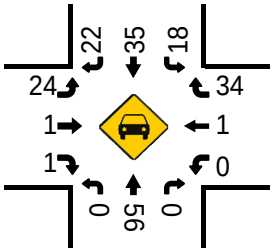
WESTBOUND (Winding Ln/Oakview Dr)

	PM	NOON	AM
Left	22	0	34
Through	0	0	1
Right	4	0	0
U-turn	0	0	0
Total	24	0	19

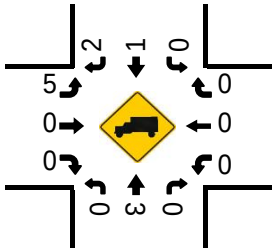
NORTHBOUND (S Grove St)

	PM	NOON	AM
Left	76	0	37
Through	0	0	0
Right	63	0	59
U-turn	2	0	0
Total	0	0	1

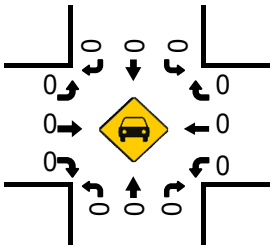
Cars (AM)



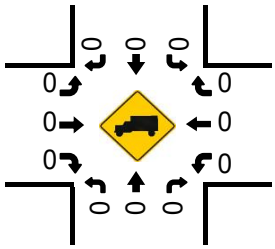
HT (AM)



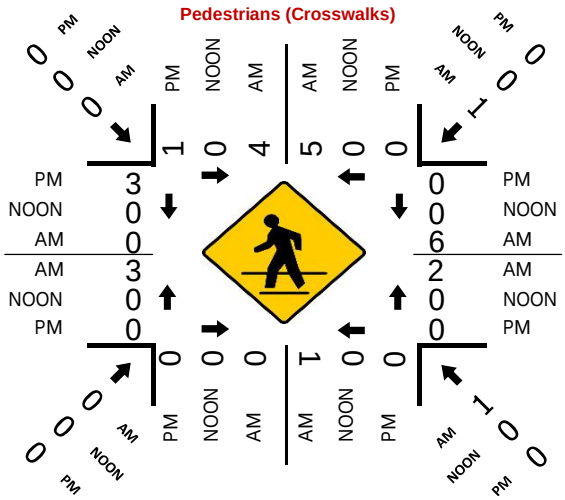
Cars (NOON)



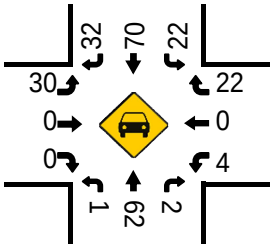
HT (NOON)



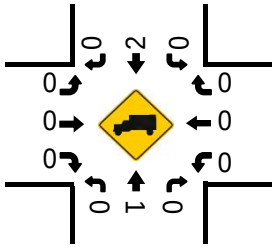
Pedestrians (Crosswalks)



Cars (PM)



HT (PM)



Attachment B
Intersection Analysis Sheets

Intersection	
Intersection Delay, s/veh	7.5
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	29	1	1	0	1	34	0	83	0	18	43	24
Future Vol, veh/h	29	1	1	0	1	34	0	83	0	18	43	24
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	1	1	0	1	37	0	90	0	20	47	26
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.7	6.9	7.7	7.5
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	0%	94%	0%	21%
Vol Thru, %	100%	3%	3%	51%
Vol Right, %	0%	3%	97%	28%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	83	31	35	85
LT Vol	0	29	0	18
Through Vol	83	1	1	43
RT Vol	0	1	34	24
Lane Flow Rate	90	34	38	92
Geometry Grp	1	1	1	1
Degree of Util (X)	0.103	0.042	0.039	0.103
Departure Headway (Hd)	4.129	4.446	3.69	4
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	862	794	952	890
Service Time	2.181	2.535	1.785	2.054
HCM Lane V/C Ratio	0.104	0.043	0.04	0.103
HCM Control Delay, s/veh	7.7	7.7	6.9	7.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.3	0.1	0.1	0.3

Intersection	
Intersection Delay, s/veh	7.8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	30	0	0	4	0	22	1	78	2	22	97	32
Future Vol, veh/h	30	0	0	4	0	22	1	78	2	22	97	32
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	33	0	0	4	0	24	1	85	2	24	105	35
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.9	7.2	7.7	8
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	1%	100%	15%	15%
Vol Thru, %	96%	0%	0%	64%
Vol Right, %	2%	0%	85%	21%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	81	30	26	151
LT Vol	1	30	4	22
Through Vol	78	0	0	97
RT Vol	2	0	22	32
Lane Flow Rate	88	33	28	164
Geometry Grp	1	1	1	1
Degree of Util (X)	0.102	0.043	0.032	0.183
Departure Headway (Hd)	4.152	4.711	4.041	4.008
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	853	764	891	886
Service Time	2.226	2.712	2.042	2.07
HCM Lane V/C Ratio	0.103	0.043	0.031	0.185
HCM Control Delay, s/veh	7.7	7.9	7.2	8
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.3	0.1	0.1	0.7

Attachment C
Peak-Hour Traffic Signal Warrants

Kimley»Horn

Traffic Signal Warrants Worksheet
Warrant 3: Peak Hour
Source: MUTCD 2012 California Supplement

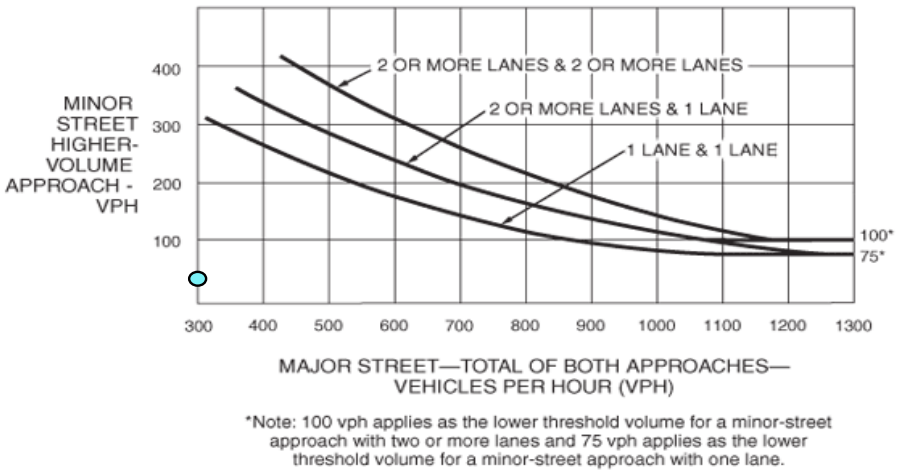
Scenario: Existing Plus Project AM
Intersection: S Grove Street AND Winding Lane/Oakview Drive
Comments:

	PART A or PART B	SATISFIED	**NO**
PART A (All parts 1, 2, and 3 below must be satisfied)		SATISFIED	**NO**
1. The total delay experienced for traffic on one minor street approach controlled by a STOP sign equals or exceeds four vehicle-hours for a one-lane approach and five vehicle hours for a two-lane approach; AND			No
2. The volume on the same minor street approach equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND			No
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersection with four or more approaches or 650 vph for intersection with less than four approaches.			No
PART B		SATISFIED	**NO**

APPROACH LANES	One	2 or More
Both Approaches - Major Street	168	
Highest Approache - Minor Street	35	

The plotted points for vehicles per hour on major streets (both approaches) and the corresponding per hour higher volume minor street approach (one direction only) for one hour (any consecutive 15 minute period) fall above applicable curves in MUTCD Figure 4C-4.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Kimley»Horn

Traffic Signal Warrants Worksheet
Warrant 3: Peak Hour
Source: MUTCD 2012 California Supplement

Scenario: Existing Plus Project PM
Intersection: S Grove Street AND Winding Lane/Oakview Drive
Comments:

	PART A or PART B	SATISFIED	**NO**

PART A
(All parts 1, 2, and 3 below must be satisfied) SATISFIED **NO**

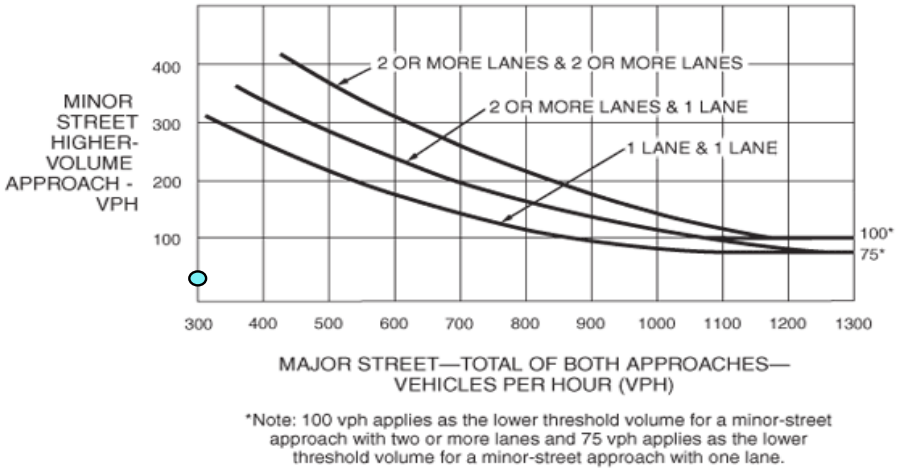
1. The total delay experienced for traffic on one minor street approach controlled by a STOP sign equals or exceeds four vehicle-hours for a one-lane approach and five vehicle hours for a two-lane approach; AND — No
2. The volume on the same minor street approach equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND — No
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersection with four or more approaches or 650 vph for intersection with less than four approaches. — No

PART B SATISFIED **NO**

APPROACH LANES	One	2 or More
Both Approaches - Major Street	232	
Highest Approache - Minor Street	30	

The plotted points for vehicles per hour on major streets (both approaches) and the corresponding per hour higher volume minor street approach (one direction only) for one hour (any consecutive 15 minute period) fall above applicable curves in MUTCD Figure 4C-4.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A NOTICE OF EXEMPTION
(SOUTH GROVE STREET APARTMENTS / ENV2024-0008)

WHEREAS, the City of Rocklin's Environmental Coordinator has reviewed the South Grove Street Apartments Project / DR2024-0002 and ENV2024-0008 ("Project") and determined that it is exempt from review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15332 – In-Fill Development Projects ; and

WHEREAS, a Notice of Exemption has been prepared for the Project.

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

Section 1. Based on the review and determination of the Environmental Coordinator, and for the reasons stated in the Notice of Exemption, attached hereto and incorporated by reference herein as Exhibit 1, the City Council of the City of Rocklin finds that the Project is exempt from review under the California Environmental Quality Act.

Section 2. A Notice of Exemption is approved for the Project.

Section 3. Upon approval of the Project by the City Council, the Environmental Coordinator may file the Notice of Exemption with the County Clerk of Placer County and with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this 22nd day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit 1

NOTICE OF EXEMPTION

TO: County Clerk, County of Placer
2954 Richardson Blvd.
Auburn, CA 95604-5228

FROM: City of Rocklin
CD Department
3970 Rocklin Road
Rocklin, CA 95677

Project Title: South Grove Street Apartments

Project Location - Specific: The project location is at 5345 S. Grove Street, Assessor's Parcel Number (APN) 010-270-008.

Project Location - City: Rocklin, CA; **County:** Placer

Description of Nature, Purpose and Beneficiaries of Project: The application is a request for approval of a Design Review to allow for the development of a 78-unit apartment building and site improvements.

Name of Public Agency Approving Project: City of Rocklin

Name of Person or Agency Carrying Out Project: The property owner and applicant is RK Properties And Development LLC, 641 Barcelona CT Roseville CA 95747, (916) 524-4420.

Exempt Status (Check one)

_x_ Categorical Exemption (California Code of Regulations Sec. 15300 et seq.): Section 15332 – In-Fill Development Projects

Reasons why the project is exempt. The project involves the development of a 78-unit apartment building and site improvements. Class 32 exemptions consist of projects characterized as in-fill development meeting the conditions described below:

1. **The project is consistent with the applicable general plan designation and all applicable general plan policies as well as the zoning designation and regulations.**

The project site is designated in the General Plan as High Density Residential (HDR). The property's zoning is Planned Development Residential (PD-R) and is located in the Residential Minimum Overlay Zone (RMDO) The development of a 78 unit apartment building and site improvements is consistent with this designation and zoning district.

2. **The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.**

The project site is located within the city limits on a property that is approximately 2.71 gross acres in size. The site is substantially surrounded by urban uses, included but not limited to the existing single family residential, multifamily, and other commercial and institutional uses.

3. **The project site has no value as habitat for endangered, rare or threatened species.**

The site is surrounded by other developed properties. No rare, endangered, or threatened species are known or suspected to exist on the project site. Most of the surrounding vicinity has been developed in an urban fashion. Given the above, the site is not considered to have any significant value as a habitat for any endangered, rare, or threatened species.

4. **Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.**

Approval of the project would allow for the development of a 78-unit apartment building and site improvements. The surrounding land on all sides is developed. Traffic and air quality effects from the proposed use of this site are consistent with, or less than those that were anticipated in the City's General Plan EIR. Significant noise and water quality effects are not anticipated with the development and use of this property as an apartment project.

5. **The site can be adequately served by all required utilities and public services.**

The project site is located within an existing urbanized area where infrastructure was sized and installed to accommodate permitted uses in the area.

The project as proposed is consistent with the exemption class description noted above and is exempt pursuant to Class 32 of the CEQA Guidelines.

Contact Person: David Mohlenbrok, Community Development Department Director

Date received for Filing: _____

Signature:

_____
David Mohlenbrok, Community Development Department Director

RESOLUTION NO. PC-2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING A DESIGN REVIEW

(SOUTH GROVE STREET APARTMENTS / DR2024-0002)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. The Design Review (DR2024-0002) approves the site design, landscape, architectural designs, colors and materials for the South Grove Street Apartments project; a 78-unit apartment community on approximately 2.71 acres southeast of the intersection of Winding Lane and South Grove Street. The Assessor's Parcel Number is 010-270-008.

B. A Notice of Exemption has been approved via City Council Resolution No. PC-2025-XX.

C. The Planning Commission of the City of Rocklin recommended the project for approval on March 18, 2025 with a vote of 3-2.

D. The design of the site is compatible with surrounding development, natural features and constraints. The site design provides landscape areas, appropriate stormwater treatment and drainage, adequate and safe ingress and egress from the streets of the City of Rocklin (City), and appropriate internal circulation.

E. The height, bulk, area, color scheme, and materials of the buildings and structures are compatible with the surrounding development. The average height of the South Grove Street Apartment buildings, as defined by the California Building Code, is approximately 40 feet, which aligns with the site's Planned Development Residential (PD-R) zoning's maximum height of 50-feet. The colors and materials have been chosen to harmonize with neighboring developments and adhere to the Citywide Design Guidelines and the Quarry Architectural District.

F. The buildings and structures have been oriented with consideration given to minimizing energy consumption and maximizing use of natural lighting. The project design incorporates sustainable features consistent with the California Green Building Standards Code (CALGreen). The project provides electric vehicle charging spaces consistent with CALGreen. The position of some of the buildings in a north-south orientation maximizes passive solar access and natural lighting. The project shall be consistent with all California Building Code requirements. The project is consistent with the style, type, and orientation of lighting with nearby multifamily residential complexes, as well as with the requirements of the Citywide Design Guidelines.

G. Parking is consistent with requirements set forth in Section 17.66.020 of the Rocklin Municipal Code (RMC) which requires the project to provide for a total of 156 parking spaces, with 156 spaces being proposed. Ingress/egress patterns have been analyzed by the City's Engineering staff and have been determined to be consistent with City standards.

H. The landscape design is compatible with surrounding developments and has been designed with provisions for minimizing water usage and maintenance needs. The landscaping is also consistent with the requirements of the Citywide Design Guidelines. The project will install landscape improvements throughout the project and along the South Grove Street frontage. The landscape concept is water-efficient, low maintenance, and will complement the buildings and make a positive contribution to the site's overall aesthetics. Low-profile shrubs, including screening shrubs, are planned along with shade and canopy trees. The planting design features various drought-tolerant, and fire-resistant species to create layers of color and texture to complement the architectural style and setting.

I. The design of the site and buildings or structures is consistent with the goals and policies of the General Plan, as well as the High Density Residential (HDR) land use designation, the PD-R zoning, the Residential Minimum Overlay Zone (RMDO), and all other City regulations, standards, and restrictions. The buildings are consistent with the Citywide Design Guidelines and have been designed to be consistent with all development standards of the Quarry Architectural District. The location of signs is consistent with requirements of the Rocklin Municipal Code and would not obstruct visibility.

Section 2. The Design Review for the South Grove Street Apartments (DR2024-0002) as depicted in Exhibit A attached hereto and by this reference incorporated herein, is hereby recommended for approval subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection or Issuance of a Certificate of Occupancy as applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

B. Conditions

1. Utilities

a. All utilities, including but not limited to water, sewer, telephone, gas, electricity, and conduit for cable television shall be provided to the project in compliance with all-applicable standards and requirements of the applicable provider. (APPLICABLE UTILITY)

b. Solid Waste Disposal – The applicant shall install masonry trash enclosures with solid metal gates to the satisfaction of the Community Development Director. The location and design of trash enclosures shall provide for a minimum clear width and gate opening of 11 feet, a minimum interior depth of 14 feet (to accommodate two trash bins), and gates designed to clear adjacent curbing to the satisfaction of Recology Auburn Placer. (RECOLOGY AUBURN PLACER, ENGINEERING, BUILDING, PLANNING)

c. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate water services, to the satisfaction of Placer County Water Agency (PCWA). (PCWA)

d. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate sewer services, to the satisfaction of South Placer Municipal Utility District (SPMUD). (SPMUD)

e. Prior to issuance of the first Building Permit, the project shall be included in the appropriate City financing districts, as needed, to most efficiently provide for public maintenance of public landscaping, and improvements such as sound walls, and provision of new or enhanced services such as street lighting to the satisfaction of the City Finance Officer (FINANCE, ENGINEERING, PUBLIC SERVICES)

It is anticipated that the following will be necessary:

De-annexation out of:	N/A
Annexation into:	CFD No. 1 and/or CFD No. 5

2. Schools

a. At the time of issuance of a Building Permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995. (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING)

3. Fire

a. Improvement plans shall reflect an 8” looped water supply main with two points of connection to the public water supply, shown on South Grove Street, and shall be to the satisfaction of the Fire Marshal and PCWA. Two points of connection to the public water source must be completed prior to the commencement of vertical construction.

b. Fire sprinkler risers shall be located in a room which conforms to the requirements of the current California Fire Code and Rocklin Fire Department “Fire Control Room” standard. If a fire pump is required, the Fire Control Room shall meet the requirements for a dedicated fire pump room.

c. Fire apparatus access roads shall comply with the requirements of 2022 California Fire Code Section 503. If a portion of any building is not accessible within 150 feet of the fire apparatus access road, alternative mitigations may be addressed through the Alternative Materials and Methods process identified in 2022 California Fire Code Section 104.10.

d. Paved fire apparatus access roads and water for fire-fighting is required at the commencement of combustible storage on the site. Vehicle access shall be provided to within 150 feet of all portions of the combustible storage or construction. A minimum fire flow of 500 gpm shall be provided when combustible materials are delivered to the site. The fire hydrant providing the fire flow shall be within 500 feet of the combustible storage/construction measured along an approved fire apparatus access road. If there is combustible storage/construction in multiple areas on the site, multiple fire hydrants which comply with the above conditions are required.

e. A Knox box shall be provided on the front of each building and at each Fire Control Room.

f. A Site Safety Plan which complies with the current California Fire Code is required to be approved by Rocklin Fire Department prior to permit issuance of the first building permit.

g. Prior to final occupancy, the applicant shall provide a third-party assessment, by an approved provider, of the radio coverage for emergency responders, and if necessary, be subject to the current California Fire Code section for “Emergency Responder Radio Coverage” and the Rocklin Fire Department “Emergency Responder Radio Coverage Systems” guidelines.

h. If the project is to be phased, a phasing plan with a detailed exhibit showing how emergency access and access to fire hydrants will be

maintained throughout all phases, will be required to the satisfaction of the Fire Chief, prior to issuance of the first building permit.

i. The buildings which exceed 30 feet at the floor level of the highest story measured from the lowest level of fire department vehicle access shall have NFPA 13-compliant fire sprinkler systems and standpipes installed.

j. Fire Department approval of proposed address numbers, way-finding signage and unit signage for the buildings is required. Addressing for the project shall comply with the current California Fire Code and Rocklin Fire Department "Premises Identification-Posting of Building Addresses" guidelines.

4. Improvements / Improvement Plans

Prior to any grading, site improvements, or other construction activities associated with this project improvement plans shall be prepared consistent with the exhibits and conditions incorporated as a part of this entitlement, and in compliance with all applicable city standards, for the review and approval of the City Engineer, Public Services Director and/or the Community Development Director.

Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.

The project improvement plans shall include the following:
(ENGINEERING, PUBLIC SERVICES, PLANNING)

a. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s) and in accord with the City of Rocklin Post-Construction Manual. The grading and drainage plan shall include the following:

i. Stormwater Management

1. Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement an approved Stormwater Control Plan and Stormwater Operation and Maintenance Plan in accordance with the City of Rocklin Post-Construction Manual for the on-site treatment systems and hydromodification controls (if any, or acceptable

alternative) to the satisfaction of the City Engineer and Public Services Department. All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC SERVICES)

2. Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement a Stormwater Management Facility Operation and Maintenance Plan for the on-site treatment systems and hydromodification controls (if any, or acceptable alternative to the satisfaction of the City Engineer and Environmental Services Manager). All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC SERVICES)

3. Prior to issuance of improvement plans (or building permit if no improvement plans), unless waived by the City Engineer and Environmental Services Manager, the developer shall grant a Stormwater Management Compliance Easement over the project site to the City of Rocklin, in a form acceptable to the City Attorney. The Stormwater Management Compliance Easement shall be recorded with the Placer County Clerk's office and a copy of the recorded document shall be provided to the Environmental Services division. Said easement shall provide for the following: (CITY ATTORNEY, BUILDING, PUBLIC SERVICES)

    a. Grant site access to City employees for the purpose of performing operations and maintenance inspections of the installed treatment system(s) and hydromodification control(s) (if any).

    b. Grant site access to City employees for the purpose of performing operations and maintenance work on the installed treatment system(s) and hydromodification control(s) (if any) in the event that that the Director of Public Services determines, based upon the inspection results, that said work is not being performed adequately and has or will compromise the system's ability to function as required.

    c. A statement that the City may, at its option, cause the operational and maintenance responsibilities set forth

in the Stormwater Management Facility Operation and Maintenance Plan to be performed and place a special assessment against the project site to recover the costs to the City in the event the project is not operated and maintained in accord with the approved Stormwater Management Facility Operation and Maintenance Plan. (RMC §8.30.150).

4. All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.

5. Site design measures for detaining run off at pre-development levels, including location and specifications of oversized pipes, on-site or off-site detention basins, if any, or other acceptable methods.

6. Drainage management areas including drainage features, such as lined drainage swales.

7. The developer shall prepare a Storm Water Pollutant Protection Plan (SWPPP) for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans.

ii. Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.

iii. If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features or any other evidence of soil and/or groundwater contamination with hazardous material is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a

determination as to the nature of the feature(s) (and/or contamination, the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and / or remediation of the feature or contamination. At the discretion of the City Engineer and at the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature or contamination and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented to the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, and the Central Valley Regional Water Quality Control Board, prior to completion of grading / construction in the affected area.

b. All on-site standard improvements, including but not limited to:

i. All access and grading improvements as shown on Exhibit A. (PLANNING, ENGINEERING)

ii. Paving, curbs (including concrete curbs to contain all landscape areas adjacent to vehicle parking areas or travel lanes), gutters, sidewalks, drainage improvements, irrigation improvements (main lines and distribution where located under paved areas), utility improvements, parking lot lights, fire hydrants, retaining walls, fences, pilasters, enhanced pavement treatments, trash enclosures, etc. (PLANNING, ENGINEERING)

iii. All necessary easements for drainage, access, utilities, etc. shall be shown and offered for dedication (or Irrevocable Offer of Dedication provided) with the improvement plans including but not limited to City access to the open space parcel to the south of the project site. (PLANNING, ENGINEERING)

iv. To the extent possible underground facilities such as but not limited to electrical, gas, water, drainage, and irrigation lines shall be located outside of or to the edge of areas designated for landscaping so as to minimize impacts to the viability of these areas. (PLANNING, ENGINEERING)

c. A detailed parking lot signage and striping plan designed per City standards that indicates all parking spaces, aisles, entrances, and exits, including on-site signage and any required offsite signage in the public right-of-way. (PLANNING, ENGINEERING)

d. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to:

a. Recommendations for building pad and footing construction;
b. Use of soil stabilizers or other additives; and
c. Recommendations for surface drainage.
(BUILDING, ENGINEERING)

e. Notes addressing conformance with the development standards and requirements of the City of Rocklin shall be included on the project improvement plans, including but not limited to the following: (PLANNING, ENGINEERING)

i. Prior to commencement of grading, the developer shall submit a Construction Emission / Dust Control Plan for approval by the City Engineer and the Placer County Air Pollution Control District ("Placer County APCD"). This plan must address how the project meets the minimum requirements of sections 300 and 400 of Rule 228-Fugitive Dust.

ii. Any diesel-powered equipment used during project construction shall be Air Resources Board ("ARB") certified.

iii. The prime contractor shall submit to the Placer County Air Pollution Control District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the Placer County APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the Placer County APCD with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

iv. Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be

immediately notified by Placer County APCD to cease operations and the equipment must be repaired within 72 hours.

v. Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the Placer County APCD prior to construction or use of equipment and obtain any necessary permits.

vi. During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel-powered equipment.

vii. Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.

viii. During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.

ix. All construction equipment shall be maintained in clean condition.

x. The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall "wet broom" the streets (or use another method to control dust as approved by the City) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.

xi. If fill dirt is brought to or exported from the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.

xii. All grading operations shall be suspended when fugitive dust emissions exceed Placer County APCD Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is California Air Resources Board ("CARB") certified to perform Visible Emissions Evaluations ("VEE"). This individual shall evaluate compliance with Rule 228 on a weekly basis.

xiii. Fugitive dust emissions shall not exceed 40% opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall ensure such agents are controlled so as not to exceed Placer County APCD Rule 228-Fugitive Dust limitations.

xiv. The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.

xv. Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.

xvi. In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).

xvii. Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.

xviii. Chemical soil stabilizers, vegetative mats, or other appropriate best management practices to prevent erosion, in accordance with manufacturers' specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).

xix. All exposed surfaces shall be revegetated as quickly as feasible.

xx. If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted to obtain a blasting permit shall include a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas, safety measures to be implemented, such as blast blankets, and traffic groundshaking impacts. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media and affected residents and businesses, as appropriate. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.

f. The following shall be included in the project notes on the improvement plans:

i. The discharge of fuels, oils, or other petroleum products, chemicals, detergents, cleaners, or similar chemicals to the surface of the ground or to drainage ways on, or adjacent to, the site is prohibited. (ENGINEERING, PUBLIC SERVICES, PLACER COUNTY ENVIRONMENTAL HEALTH)

ii. If Best Management Practices are required for control of urban runoff pollutants, then any hazardous materials collected shall be disposed of in accordance with all applicable hazardous materials laws and regulations. (ENGINEERING, PUBLIC SERVICES, PLACER COUNTY ENVIRONMENTAL HEALTH)

5. Improvements in the Public Right-of-Way

a. The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC SERVICES)

b. The following off-site roadway improvements:

i. Install storm drainage improvements within South Grove Street and Winding Lane to the existing storm drain vault near the City Quarry, and provide pavement and concrete improvements restorations to the satisfaction of the City Engineer or Public Works Departments.

ii. Replace broken section of existing sidewalk on South Grove Street fronting the project to the satisfaction of the City Engineer or the Public Works Department.

iii. Provide pavement restoration of South Grove Street along the project frontage per City Standards and to the satisfaction of the City Engineer or the Public Works Department.

6. Landscape

a. Final landscape plans shall be provided by the developer and approved by the Community Development Director. The landscape plans shall comply with the following requirements (PLANNING):

i. The landscaping plan shall be prepared by a landscape architect and shall include:

1. A legend of the common and botanical names of specific plant materials to be used. The legend shall indicate the size of plant materials and appropriate numbers of plants and spacing for groundcovers.

2. Shrubs shall be a minimum 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock.

3. A section diagram of proposed tree staking. All tree stakes shall be removed after a year.

4. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

5. Berming of landscape strips along the public right-of-way and the installation of shrubs to screen the undercarriages of vehicles as viewed from off-site.

6. Provision for the shading of the visitor parking lot, including parking spaces, maneuvering areas, driveways and drive aisles, by shade trees of appropriate size(s) and characteristic(s) in locations to achieve 50% shading at maturity (15 years from planting). Include a calculation demonstrating compliance with this condition on the plan.

7. Granite or moss rock boulders along the planting strips.

8. Use of walk-on bark in all planter areas.

ii. The plan shall be certified by the landscape architect that the landscape plan meets the requirements of the Title 23 of the California Code of Regulations Division 2, Chapter 2.7. Model Water Efficient Landscape Ordinance.

b. The parking/site lighting plan shall be designed to accommodate shade trees and provide for illumination of the parking and circulation areas. Light standards and underground utilities shall be located such that

required parking lot shade trees can still be planted. (ENGINEERING, BUILDING, PLANNING)

c. All landscaping shall be installed and the landscape architect shall certify, in writing, that the landscape and irrigation system have been installed in full compliance with the approved plans prior to issuance of a Certificate of Occupancy. (PLANNING)

d. Any area disturbed by construction activities but not developed or landscaped shall be hydroseeded (with a drought tolerant mix of wild flowers and grasses) prior to final inspection / acceptance of improvements. (PLANNING, BUILDING, ENGINEERING)

e. All nursery tags on the plants must remain attached until the Planning staff completes the final inspection.

f. Prior to final occupancy, a final irrigation audit prepared by a California Irrigation Auditor must be submitted to the Planning Division Staff.

7. Lighting

a. All exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off shoebox type or decorative lighting fixtures, or equivalent, shall be used and mounted such that all light is projected directly toward the ground. Light poles shall be a maximum of 20 feet in height as measured from grade to the top of the light. The lighting design plan shall be approved by Community Development Director for compliance with this condition. (PLANNING)

8. Design

a. The back or rear of any parapet wall that may be visible from an adjacent right of way or property shall be painted the same color as the front of the parapet wall to provide a more finished appearance. (PLANNING)

b. Developer installed play equipment shall include either poured in place or rubberized tile flooring, or approved alternative, for accessibility purposes. (BUILDING)

9. Signs

a. All signs shall conform to the Sign Ordinance of the City of Rocklin and the sign designs and locations as shown on Exhibit A. (PLANNING, ENGINEERING, FIRE)

10. Screening of Mechanical Equipment

a. All mechanical and/or related equipment, such as but not limited to, roof hatch railings, RTUs, vents, HVAC units, whether ground- or roof-mounted shall be screened from view from all public rights-of-way to the satisfaction of the Community Development Director. To the greatest extent feasible, parapet walls should be used to screen roof-mounted equipment. The design of the screening shall be in harmony with the architectural design of the building. (PLANNING)

b. The appearance of large utility features such as double detector check valves shall be minimized through the use of utility blankets or other acceptable screening methods. The developer shall also demonstrate that these facilities have been moved as far as possible from the public right-of-way. (PLANNING)

11. Fences and Gates

a. Tubular metal fences shall have flat top pickets (or have a smooth rail at the top), be powder-coated (black/brown/dark green), and be constructed of medium gauge, or better, steel or aluminum. (PLANNING / PUBLIC SERVICES)

b. All gate codes shall be provided to the Rocklin Police and Fire Departments. (FIRE, POLICE, PUBLIC SERVICES)

12. Security

a. Prior to building permit issuance, the applicant shall prepare a security plan for review by the Rocklin Police Department, and shall provide the Rocklin Police Department with the name(s) and telephone number(s) of a responsible party to contact / the president of the homeowner's association. (POLICE)

b. Prior to building / unit occupancy the property owner, or each tenant, shall obtain and maintain at all times, an Alarm System Permit for each security system installed and operated in the building / shopping center / complex, if any, in accord with the requirements of Chapter 9.44 of the Rocklin Municipal Code. (POLICE)

13. Maintenance

a. The property owner shall remove within 72 hours all graffiti placed on any fence, wall, existing building, paved area or structure on the property consistent with the provisions of Rocklin Municipal Code Section 9.32. Prior to removal of said graffiti, the property owner shall report the graffiti vandalism to the Rocklin Police Department. (PLANNING, POLICE)

b. The project, including but not limited to paving, landscaping, structures, and improvements shall be maintained by the property owners, to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Community Development Director. (PLANNING)

14. Parks

a. Park fees shall be paid as required by the Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. (BUILDING)

b. Community Park Fees shall be paid as required by the City Council. (BUILDING)

15. Noise

a. All "self-powered" construction equipment and stationary noise sources (i.e., pumps, electrical generators, etc.) shall be equipped with noise control devices (e.g., mufflers). (ENGINEERING, BUILDING)

b. Equipment "warm-up" areas, water storage tanks, equipment storage areas, and stationary noise-generating machinery (i.e., pumps, electrical generators, etc.) shall be located away from existing residences and other sensitive noise receptors to the extent feasible. (ENGINEERING, BUILDING)

c. All phases of project development shall be subject to the City of Rocklin Construction Noise Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 7:00 p.m. on weekends. This noise restriction shall be posted at all entrances to the project site prior to any construction activities; the sign(s) shall be weather proof and a minimum size of 2' x 2'. The Community Development Director may grant exceptions to the Construction Noise Guidelines if, in the opinion of the Community Development Director, special and unusual circumstances exist that make strict adherence to the Construction Noise Guidelines infeasible. (ENGINEERING, BUILDING)

d. The developer shall provide a Noise Coordinator and adhere to the following: (ENGINEERING, BUILDING)

i. As a function of on-site project management, an on-site Noise Coordinator shall be employed by the developer, and their name and telephone number along with instructions on how to file a noise complaint shall be posted conspicuously around the project site, and at all vehicle entrances to public streets, during all project construction phases. The posted signage shall include the construction hours allowed by City policy and shall be sized large enough to include 3-inch-tall lettering.

ii. The Noise Coordinator's duties shall include fielding and documenting noise complaints, determining the source of the complaint (e.g., piece of construction equipment), determining whether noise levels at the project boundary are within acceptable limits consistent with the General Plan hourly noise standards and with this condition (see 14.c. above), and reporting complaints to the City with documented noise levels at the time of complaint via email.

iii. The Noise Coordinator shall work, to the extent feasible, with the surrounding residents and project contractors to schedule activities to minimize disturbance of residents during the daytime hours. Prior to commencement of any night time work required by the City or utility companies, approval from the Community Dev Director is required. The request for approval shall be submitted not less than 72 hours in advance of the work commencing and the Noise Coordinator shall provide documentation of notification to the neighboring property owners.

e. Use of a public address system that can be heard outside of the building is prohibited. (PLANNING)

f. Use of an amplified sound system to provide music for the outdoor seating area is permissible however such music is intended to be a muted background noise and should not be audible from a distance of 100-feet from the building. (PLANNING)

16. Special:

a. Enhanced pavement treatment(s) shall be incorporated into the project entrance. (PLANNING, FIRE, ENGINEERING)

b. Common areas site amenities not associated with a specific structure, such as but not limited to, gazebos, shade structures, tot lot (aka play structures) equipment and improvements, trash enclosures, benches and picnic tables, site lighting, and gates, which require a building permit shall be submitted to the satisfaction of the Chief Building Official. (BUILDING, PLANNING)

c. Dedicate 12.5-foot Public Utility Easement (P.U.E) along the east side of South Grove Street Right-of-Way, or provide proof that easement exists.

d. Install red reflective strips on the existing stop sign posts to the satisfaction of the City Engineer (ENGINEERING, PUBLIC WORKS)

e. Install W3-1 (Stop Ahead) signage on South Grove Street and accompanying "STOP AHEAD" pavement markings in a manner

consistent with the California Manual on Uniform Traffic Control Devices (CA MUTCD). (ENGINEERING, PUBLIC WORKS)

f. Grind existing northbound South Grove Street stop bar and install new 12" thermoplastic stop bar approximately 4-feet north of the existing stop bar to align with the asphalt on Oakview Drive. (ENGINEERING, PUBLIC WORKS)

17. Air Quality

a. Electrical receptacles shall be installed in the exterior walls of the building(s) in this project to promote the use of electrical landscaping equipment. (BULDING, PLANNING)

b. Low nitrous oxide (NO_x) natural gas hot water heaters shall be installed if gas hot water heaters are to be used in this project. (BUILDING, PLANNING)

18. Oak Trees

a. Prior to the issuance of any grading permit for any portion of the project site, a grading plan with a list of all existing oak trees on the property and a schedule of removal of those oak trees proposed to be removed shall be submitted for review and approval by the Community Development Director and the City Engineer. (ENGINEERING, PLANNING)

b. The applicant shall implement the recommendations outlined in the Arborist Report & Tree Inventory dated June 19, 2024, prepared by California Tree and Landscape Consulting, Inc. (ENGINEERING, PLANNING)

c. Upon completion of a project and prior to a final inspection / issuance of a certificate of occupancy, the project arborist shall prepare a final list of all oak trees removed to accommodate development of the project. Prior to a final inspection / issuance of a certificate of occupancy the developer shall mitigate for all oak trees removed as a result of the project as set forth in the City of Rocklin Oak Tree Ordinance. (ENGINEERING, PLANNING)

19. Pubic Art Installation

a. Future public art installations on the subject parcel are subject to review and approval by the Arts Commission.

20. Americans with Disabilities Act Compliance

a. Unless waived by the City Engineer, the Developer shall retain and furnish to the project a Certified Access Specialist (CASp) Inspector as certified by the California Division of State Architect (DSA). The scope of work for the CASp Inspector is to certify ADA compliance of Developer-constructed work on private property that will be owned and maintained by private owners prior to issuance of a certificate of occupancy for the project or acceptance of improvements, whichever comes first. The CASp Inspector shall provide a written, signed CASp Inspection Report of their findings and conclusions, and provide said report to the City confirming that all elements of the project are ADA compliant. Any non-ADA compliant work shall be rejected and corrected. Non-compliant work shall be reinspected and a new CASp inspection report submitted to the City. The CASp inspection performed in accordance with the Construction-Related Accessibility Standards Compliance Act (CRASCA) shall provide "qualified defendant" status. (PLANNING, ENGINEERING)

21. Indemnification and Duty to Defend

a. As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

22. Validity

a. This entitlement shall expire three years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

b. Approval of this entitlement does not relieve the developer of the need to obtain subsequent permits and approvals, such as but not limited to Grading Permits, Improvement Plans, and Building Permits. (PLANNING)

PASSED AND ADOPTED this 22nd day of April, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

South Grove Street Apartments (DR2024-0002)

Recommended for Approval by the Planning Commission on
March 18, 2025

David Mohlenbrk

EXHIBIT A
DR2024-0002



HRGA

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Sacramento, California 95825
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12/09/2024

24014

THE GROVE APARTMENTS

5345 S GROVE ST, ROCKLIN, CA, 85677

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SITE PLAN 1" = 30'-0" 1

PROJECT NAME:	5345 S GROVE ST APARTMENTS
PROJECT LOCATION:	5345 S GROVE STREET, ROCKLIN, CA
ASSESSORS PARCEL #:	010-270-008-000
LOT SIZE:	2.764 ACRES / 120,340 SF
ZONING:	R-3 (QUARRY ARCHITECTURAL DISTRICT)
GENERAL PLAN:	MIXED USE
OCCUPANCY / USE:	R-2, MULTI-FAMILY RESIDENTIAL
PARKING DIMENSIONS:	90 DEGREE STANDARD Space Width: 9 FT Space Depth: 19 FT — 90 DEGREE COMPACT* Space Width: 8 FT Space Depth: 16 FT
	Two-Way Maneuvering Width: 25 FT — *Compact car spaces. Up to 30 %
LANDSCAPE SETBACKS:	NO REQUIREMENT
LANDSCAPE COVERAGE:	NO REQUIREMENT
PARKING LOT SHADING:	50%
SITE LIGHTING POLE HEIGHT:	NO REQUIREMENT
PARKING FOOT-CANDLES:	NO REQUIREMENT
PEDESTRIAN WALKWAY FOOT-CANDLES:	NO REQUIREMENT
SITE LIGHTING SHIELDING REQUIREMENTS:	MUST BE DARK SKY COMPLIANT

SEPARATE SUBMITTAL FOR:

FIRE SPRINKLER INSTALLATION
FIRE ALARM INSTALLATION
PRIVATE FIRE SERVICE UNDERGROUND
SWIMMING POOL
SIGNAGE

ZONING INFORMATION

	ZONING REQUIREMENT:	PROVIDED:	MEETING CODE
BUILDING HEIGHT:	50 FT MAX	35'-0"	YES
FRONT SETBACK:	20 FT	83'-0"	YES
STREET SIDE:	15 FT	N/A	N/A
INTERIOR SIDE SETBACK:	10 FT	79'-0"	YES
REAR SETBACK:	15 FT	64'-0"	YES
FAR:	.25 MIN 1.6 MAX	0.67	YES
LOT COVERAGE:	60% MAX	25%	YES
DENSITY:	10 - 40 DWELLING UNITS PER ACRE	28	YES
OPEN SPACE:	NO REQUIREMENT	N/A	N/A
BICYCLE PARKING: (CBC TITLE 24 5.106.4.1)	SHORT TERM: 5% OF VISITOR PARKING STALLS. MIN 2.	2	YES
	LONG TERM: 5% OF TENANT PARKING STALLS (137x.05 = 7)	8	YES
PARKING REQUIREMENT:	1.5 SPACES PER 1 BR/STUDIO UNIT. 2 SPACES PER 2 BR UNIT. ADDITIONAL 25% VISITOR SPACES.	156	YES

ZONING REQUIREMENTS

BUILDING SUMMARY:

LEVEL	GROSS AREA	NUMBER OF UNIT TYPES			TOTAL UNITS
		STUDIO	ONE BED	TWO BED	
LEVEL 1	28,840 SF	1	13	12	26
LEVEL 2	28,840 SF	1	12	13	26
LEVEL 3	27,250 SF	1	12	13	26
TOTAL	**84,930 SF**	**3**	**37**	**38**	**78**
CLUBHOUSE	**1,800 SF**				

UNIT SUMMARY:

UNIT TYPE	NUMBER OF UNITS	TYP. UNIT SIZE	PERCENTAGE
STUDIO	3	430 SF	4
ONE BED	37	690 SF	47
TWO BED	38	980 SF	49
TOTAL	**78**	-	**100 %**

ACC. PARKING

TYPE	CODE REQUIREMENT	REQUIRED	PROVIDED	
			STANDARD	VAN
ACC. STANDARD	CBC 1109A.4 2% OF ASSIGNED PARKING	156 X 2% = 4 STALLS	3	1
ACC. EV CHARGER	CAL GREEN 4.106.4.2.2.1.1 - 1 IN EVERY 25	1 STALL	0	1

EV PARKING

	TYPE	CODE REQUIREMENT	REQUIRED	PROVIDED
☤	EV READY	CAL GREEN 4.106.4.2.2 - 40% OF SPACES	63 STALLS	63 STALLS
☐	EV CHARGERS (EVCS)	CAL GREEN 4.106.4.2.2 -10% OF SPACES	16 STALLS	16 STALLS

RESIDENTIAL PROGRAM DATA

BUILDING DATA:

TYPE	SQUARE FOOTAGE	OCCUPANCY	CONSTRUCTION TYPE	FIRE SPRINKLER SYSTEM
RESIDENTIAL BLDG	84,930 SF	R-2	V-A	SPRINKER, NFPA 13 SYSTEM
CLUBHOUSE	1,800 SF	A-3	V-B	SPRINKER, NFPA 13 SYSTEM

PARKING SUMMARY:

REQUIRED STALLS	PROVIDED STALLS	RATIO TO UNITS
1 BD: 1.5 X 39 = 58.5	59	156/78 =200%
2 BD: 2 X 39 = 78	78	
GUEST: 25% X 78 = 19.5	19	
TOTAL: 156	**156**	

78 STALLS ARE COVERED PARKING (1 PER UNIT - ROCKLIN CITY MUNICIPAL CODE 17.56.020)

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LEVEL 2 1" = 20'-0" 2



LEVEL 1 1" = 20'-0" 1

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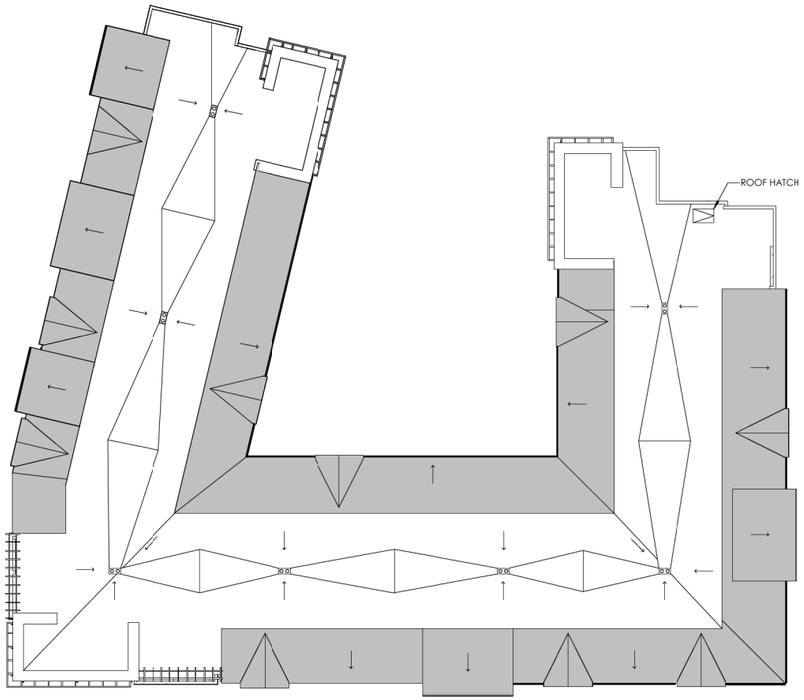
THE GROVE APARTMENTS

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ROOF PLAN 1" = 20'-0" 2



LEVEL 3 1" = 20'-0" 1

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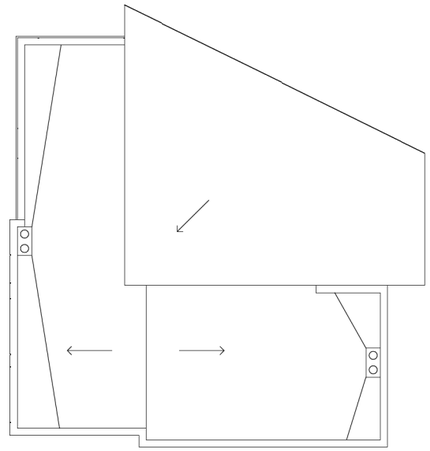
THE GROVE APARTMENTS

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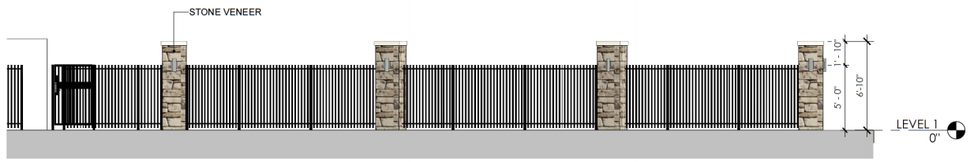
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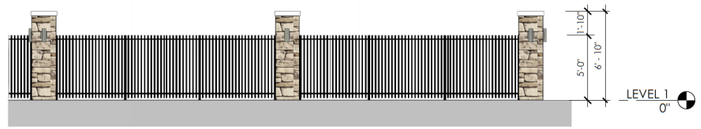
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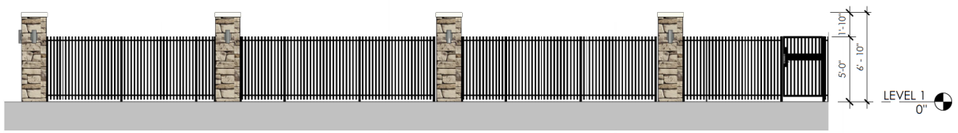
CLUBHOUSE - ROOF 1/8" = 1'-0" 4



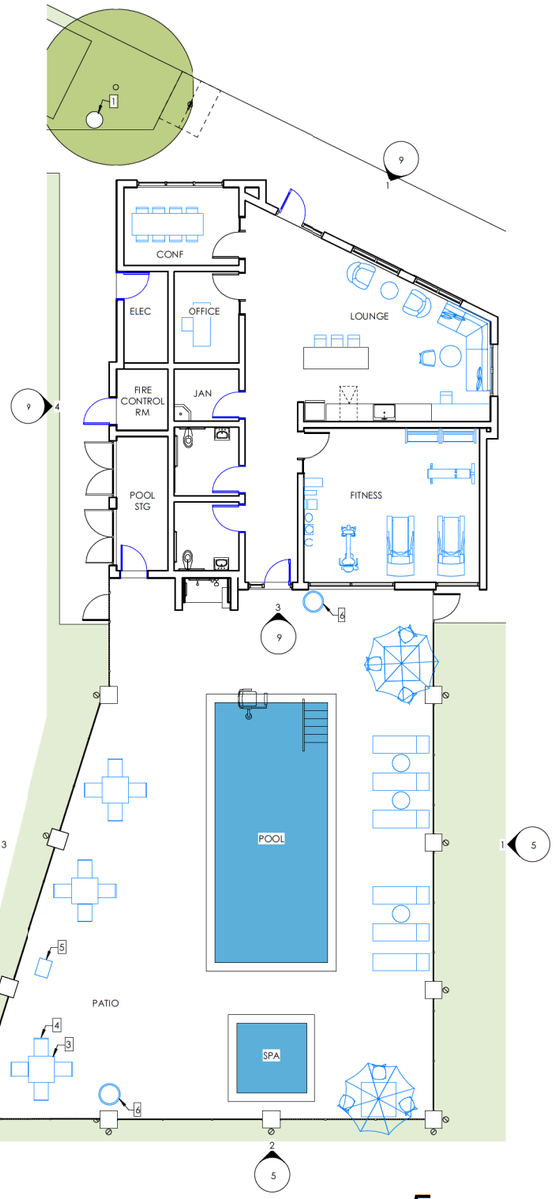
PATIO - WEST ELEVATION 3/16" = 1'-0" 3



PATIO - SOUTH ELEVATION 3/16" = 1'-0" 2



PATIO - EAST ELEVATION 3/16" = 1'-0" 1



CLUBHOUSE - LEVEL 1 1/8" = 1'-0" 5

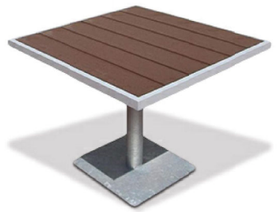
SITE AMENITIES



5 - PEDESTAL GRILL
COLOR: BLACK
FINISH: GALVANIZED



6 - STEEL TRASH CAN
COLOR: BLACK
FINISH: POWDER-COAT



3 - ALUMINUM TABLE
COLOR: MILAWAUKEE BROWN
FINISH: POWDER-COAT



4 - ALUMINUM CHAIR
COLOR: MILAWAUKEE BROWN
FINISH: POWDER-COAT



1 - PET WASTE STATION
COLOR: GREEN
FNISHL POWDER-COAT



2 - BIKE RACK
COLOR: GREEN
FNISHL POWDER-COAT

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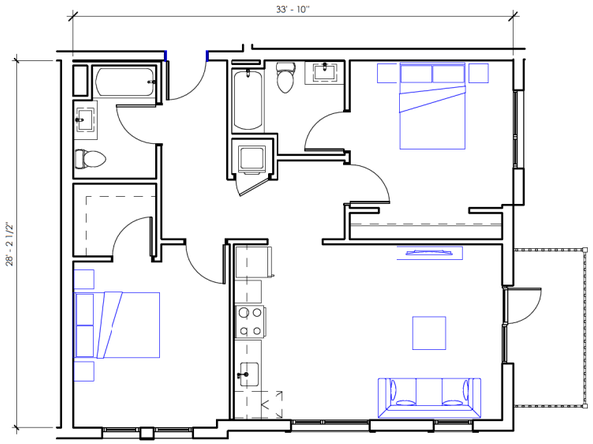
THE GROVE APARTMENTS

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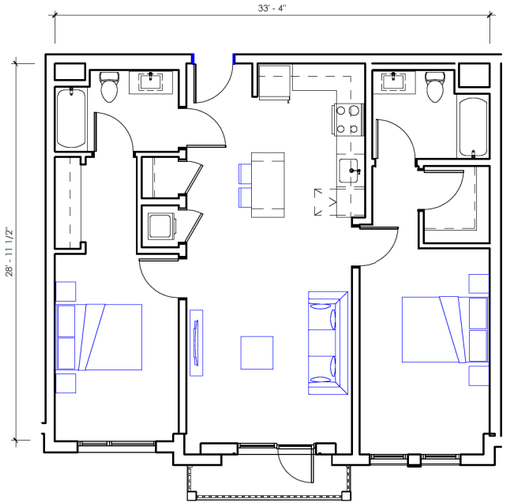
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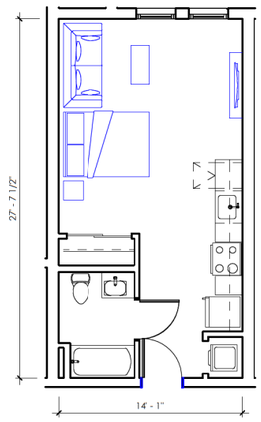
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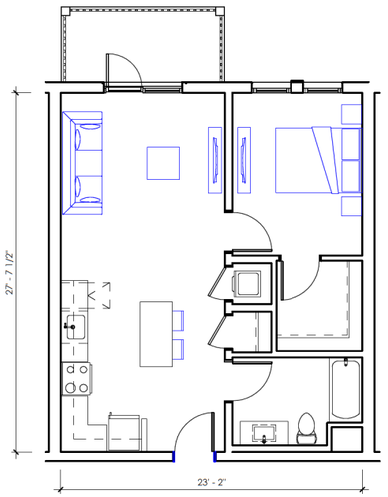
2 BED - B 3/16" = 1'-0" 4



2 BED - A 3/16" = 1'-0" 2



STUDIO 3/16" = 1'-0" 3



1 BED 3/16" = 1'-0" 1

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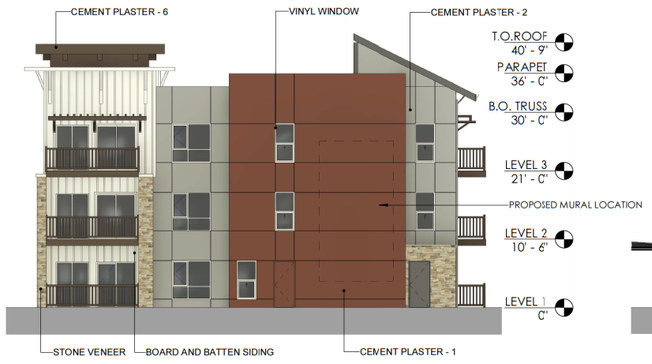
6

609

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WEST ELEVATION 3/32" = 1'-0" **3**



NORTH ELEVATION B 3/32" = 1'-0" **5**



SOUTH ELEVATION 3/32" = 1'-0" **2**



NORTH ELEVATION A 3/32" = 1'-0" **4**



EAST ELEVATION 3/32" = 1'-0" **1**

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COURTYARD - NORTH ELEVATION 3/32" = 1'-0" 2



COURTYARD - SOUTH EAST ELEVATION 3/32" = 1'-0" 3



COURTYARD - WEST ELEVATION 3/32" = 1'-0" 1

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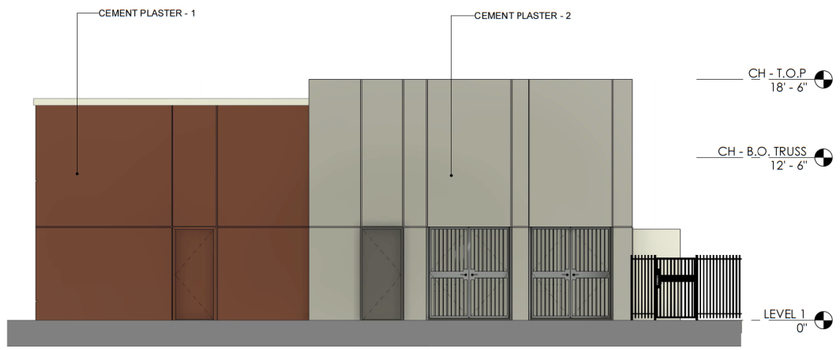
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602

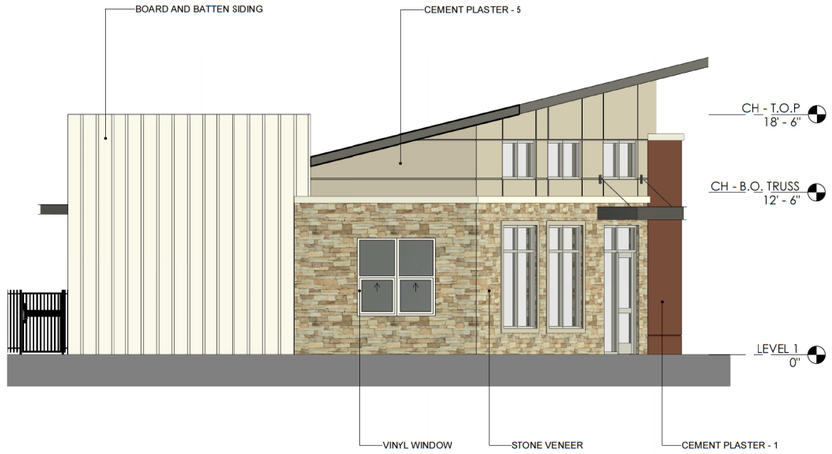
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CLUBHOUSE - WEST ELEVATION 3/16" = 1'-0" 4



CLUBHOUSE - SOUTH ELEVATION 3/16" = 1'-0" 3



CLUBHOUSE - EAST ELEVATION 3/16" = 1'-0" 2



CLUBHOUSE - NORTH EAST ELEVATION 3/16" = 1'-0" 1

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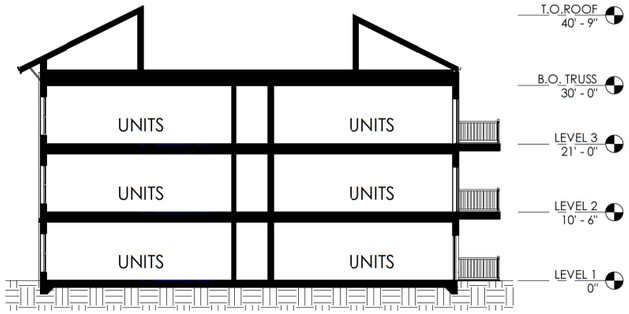
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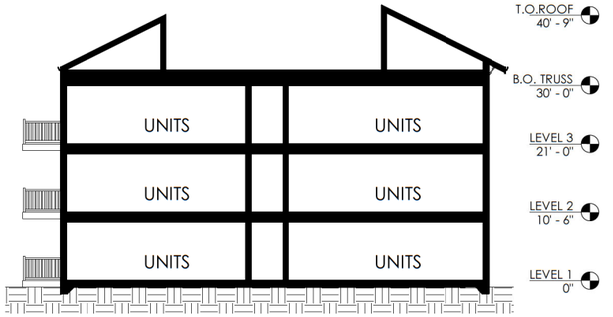
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SECTION E/W 3/32" = 1'-0" 2



SECTION N/S 3/32" = 1'-0" 1

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MATERIAL BOARD



CEMENT PLASTER - 1
MANUFACTURE: SHERWIN WILLIAMS
COLOR: SW 7591 RED BARN



CEMENT PLASTER - 2
MANUFACTURE: SHERWIN WILLIAMS
COLOR: SW 7669 SUMMIT GRAY



CEMENT PLASTER - 3
MANUFACTURE: SHERWIN WILLIAMS
COLOR: SW 7567 NATURAL TAN



BOARD AND BATTEN SIDING
MANUFACTURE: JAMESHARDIE



STONE VENEER
MANUFACTURE: ELDORADO STONE
STYLE: MESQUITE CLIFFSTONE



CEDAR FENCE

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11

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SITE CONTEXT



1- SOUTHEAST VIEW FROM S GROVE ST



2- EAST VIEW FROM S GROVE ST



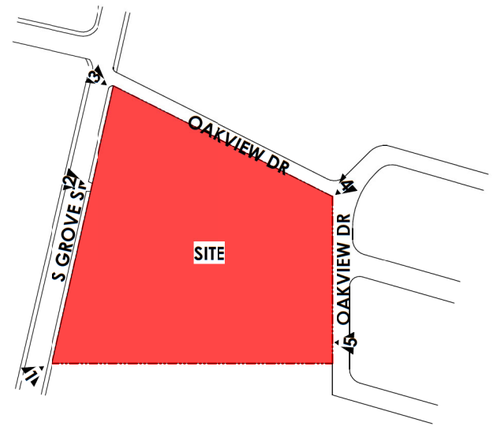
3- NORTHEAST VIEW CORNER OF S GROVE ST AND OAKVIEW DR



4- SOUTHWEST VIEW FROM OAKVIEW DR



5- WEST VIEW FROM OAKVIEW DR



CONTEXT GUIDE 1" = 100'-0" 1

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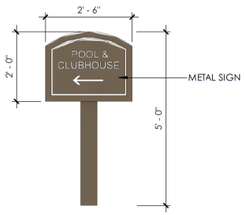
THE GROVE APARTMENTS

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12

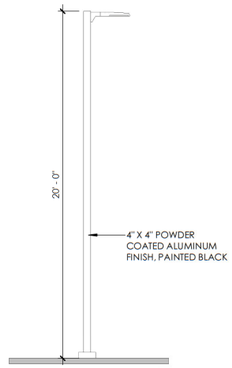
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NOTE: SIGNAGE TO BE CONSISTENT WITH CHAPTER 17.75 OF THE ROCKLIN MUNICIPAL CODE

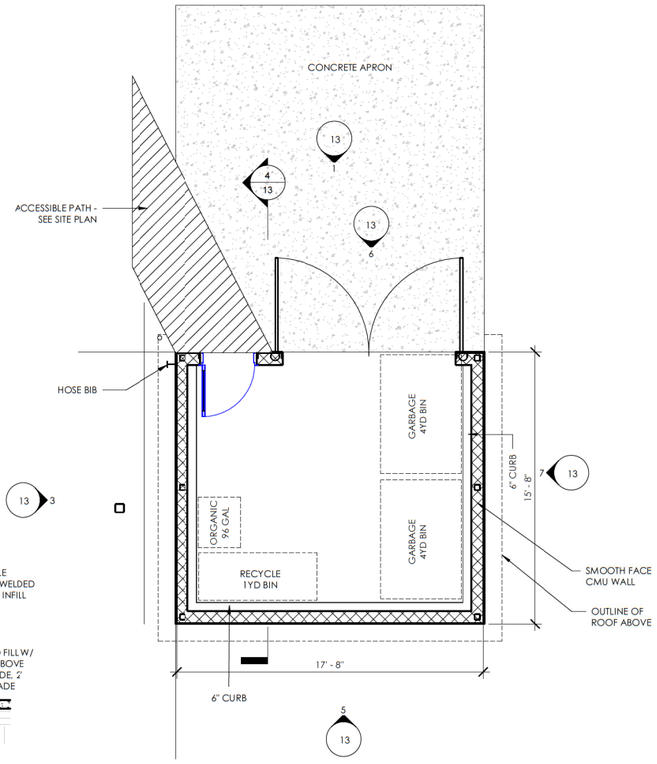
DIRECTIONAL SIGNAGE 1/2" = 1'-0" **9**



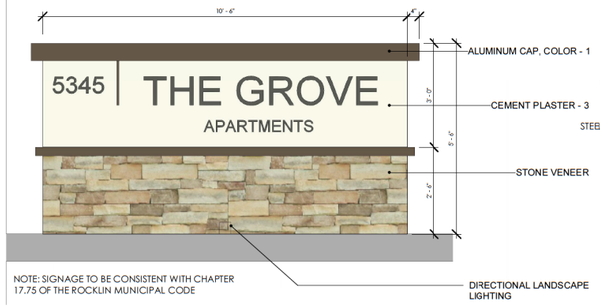


EXAMPLE IMAGE

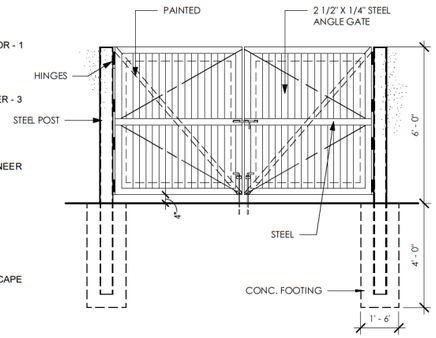
LIGHT POLE ELEVATION 1/4" = 1'-0" **10**



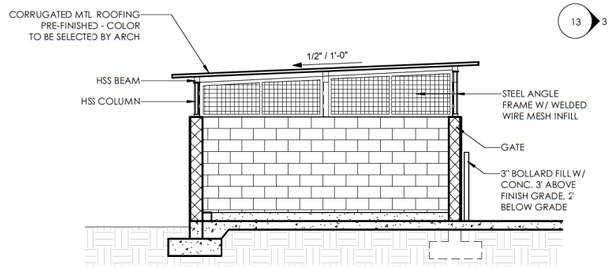
FLOOR PLAN 1/4" = 1'-0" **2**



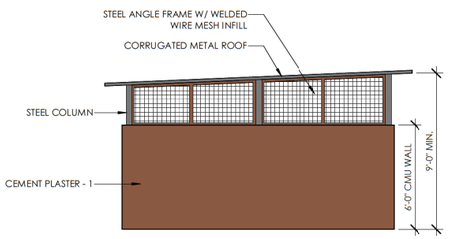
MONUMENT SIGN 1/2" = 1'-0" **8**



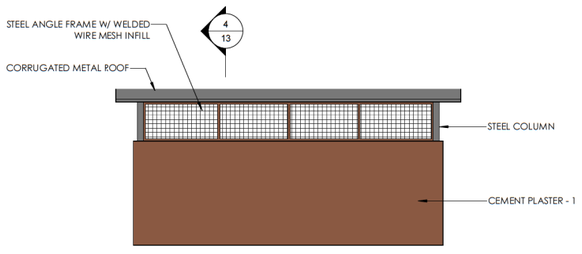
TRASH GATE ELEVATION 3/8" = 1'-0" **6**



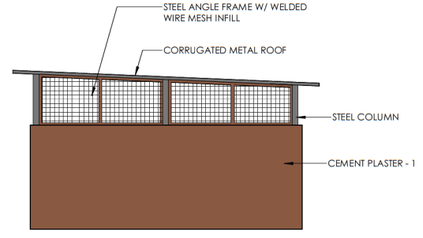
SECTION 1/4" = 1'-0" **4**



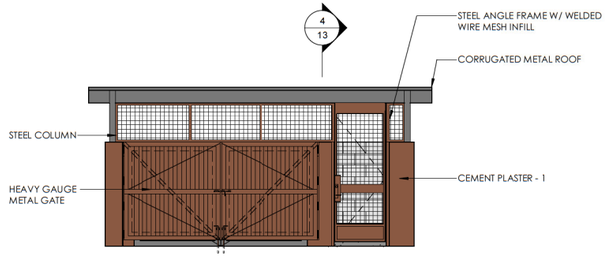
TRASH ENCLOSURE 1/4" = 1'-0" **7**



TRASH ENCLOSURE 1/4" = 1'-0" **5**



TRASH ENCLOSURE 1/4" = 1'-0" **3**



TRASH ENCLOSURE 1/4" = 1'-0" **1**

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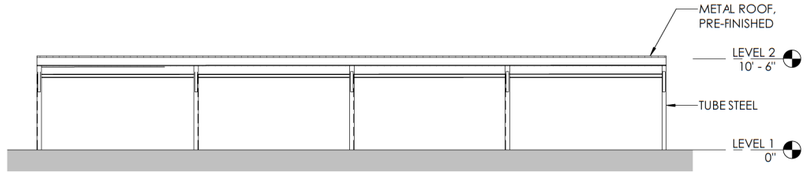
THE GROVE APARTMENTS

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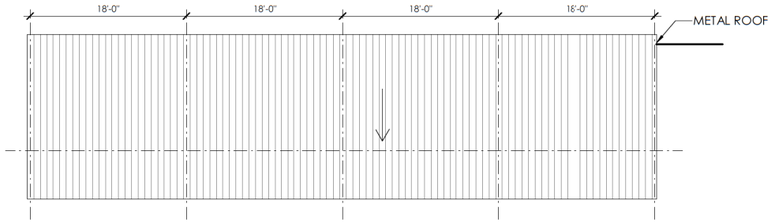
13

607

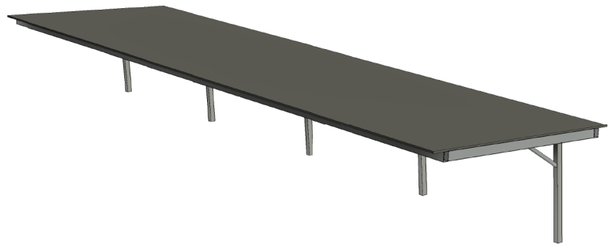
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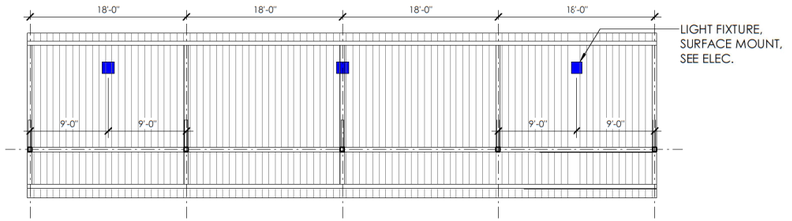
CARPORT - ELEVATION 1/8" = 1'-0" 6



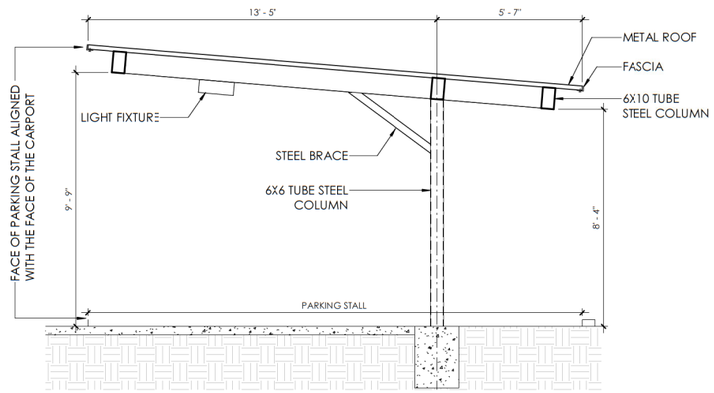
CARPORT - ROOF 1/8" = 1'-0" 3



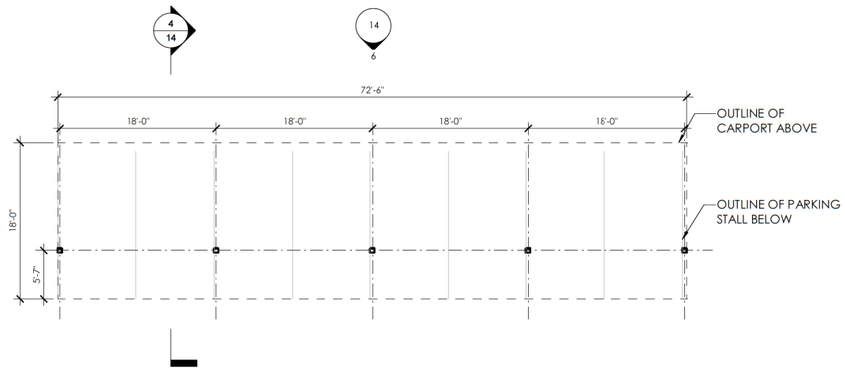
PERSPECTIVE - CARPORT 5



CARPORT - RCP 1/8" = 1'-0" 2



CARPORT - SECTION 3/8" = 1'-0" 4



CARPORT - LEVEL 1 1/8" = 1'-0" 1

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CANDIDATE PLANT LIST

Botanical Name	Common Name	Water Use
Accent Trees		
Acer palmatum 'Sangu Kaku'	Coral Bark Maple	Med
Acer rubrum 'Armstrong Gold'	Columnar Red Maple	Med
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa Tree	Low
Cercis Canadensis 'Oklahoma'	Eastern Redbud	Low
Dodonaea viscosa 'Purpurea'	Purple Hopseed	Low
Juniperus scopulorum 'Skyrocket'	Skyrocket Juniper	Low
Parking Lot Trees		
Acer rubrum 'October Glory'	Redpointe Red Maple	Med
Pistachia chinensis	Chinese Pistache Tree	Low
Ulmus parvifolia 'True Green'	Lacebark Elm Tree	Med
Street Trees		
Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	Med
Koelreuteria paniculata	Goldenrain Tree	Low
Quercus lobata	Valley Oak	Low
Shrubs/ Perennials/Grasses		
Agave 'Blue Flame	Blue Flame Agave	Low
Anigozanthos spp.	Kangaroo Paw	Low
Calamagrostis a 'Karl Forester'	Feather Reed Grass	Low
Calandrinia spectabilis 'Shining Pink'	Rock Purslane	Low
Callistemon v. 'Little John'	Dwarf Bottle Brush	Low
Cistus 'Mickie'	Dwarf Rockrose	Low
Dianella revoluta 'Cool Vista'	Cool Vista Flax Lily	Med
Hesperaloe parvifolia 'Brake Lights'	Brake Lights Red Yucca	Low
Lomandra 'Lime Tuff'	Lime Tuff Matt Rush	Med
Nandina domestica 'Lemon Lime'	Heavenly Bamboo	Low
Pennisetum a. 'Hameln'	Fountain Grass	Low
Perovskia a. 'Blue Jean Baby'	Russian Sage	Low
Salvia greggii 'Furman's Red'	Autumn Sage	Low
Groundcovers		
Myoporum parvifolium 'Fine Leaf Form'	Myoporum	Low
Arctostaphylos uva-ursi	Groudcover Manzanita	Low
Bioretention Plants		
Chondropetalum tecorum	Cape Rush	Med
Carex barbarae	Santa Barbara Sedge	Med
Iris douglasiana	Douglas Iris	Med
Under Oak Plants		
Arctostaphylos 'Emerald Carpet'	Emerald Carpet	Low
Baccharis p. 'Pigeon Point'	Coycte Bush	Low
Ceanothus spp.	California Lilac	Low
Penstemon 'Margarita BOP'	Penstemon	Low
Salvia spathaceae	Hummingbird Sage	Low
Other Materials		
Boulder groupings - Natural Granite cnd/or Moss Rock boulders		

PROJECT LANDSCAPE

TOTAL PROPOSED LANDSCAPE AREA: 25,624 SF

WATER CONSERVATION STATEMENT

The proposed design shall be in compliance with the criteria of the Model Water Efficient Landscape Ordinance, and such criteria shall be applied for the efficient use of water in the irrigation design plan.

I HAVE PREPARED LANDSCAPE PLANS IN COMPLIANCE WITH THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE

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913 piedmont dr, sacramento ca 95822
916.662.0055 | www.neotericlandscapes.com

5345 S GROVE ST APARTMENTS

5345 S GROVE ST, ROCKLIN, CA

PRELIMINARY LANDSCAPE PLAN
11/14/2024

L3.1



PARKING LOT SHADE CALCULATION

Size	Credit	Sq. Ft.	Shade Credit
35' Dia.	100%	962	(11) (962) = 10,582
	75%	722	(0) (722) = 0
	50%	481	(13) (481) = 6,253
	25%	240	(0) (240) = 0
			Total: = 16,835

Total sq. ft. of shaded area in calculation: 16,835
Total sq. ft. of paved parking in calculation: 32,448
Percentage of shade provided: 51.8%

NeoTeric
Design Group
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916.662.2055 | www.neotericlandscapes.com

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PRELIMINARY PARKING
LOT SHADING PLAN
11/14/2024

L3.2



Scale: 1 inch= 20 Ft.

All products used in this lighting calculation are part of the DarkSky Approved program.
This program provides objective, third-party certification for lighting products that minimize glare, reduce light trespass, and reduce light pollution.
To be certified, they must:
* Restrict the amount of upward-directed light
* Avoid glare
* Avoid over-lighting
* Utilize dimming and other appropriate lighting controls

Additionally, this lighting calculation complies with the exterior lighting requirements as part of CALGreen and Title 24.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	BUG Rating
	27	C1	Single	PIL MIMIK20 #M20C-24-XX-3K-UNV-0-10V	C.850	1870	24	648	B1-U0-G1
	7	P1	Single	LUMARK PREVAIL #PRV-P-PA1B-730-U-T4W-HSS	C.850	4938	52.8	369.6	B1-U0-G2
	1	P2	Single	LUMARK PREVAIL #PRV-P-PA1B-730-U-T3-HSS	C.850	5069	52.8	52.8	B1-U0-G2
	6	P3	Single	LUMARK PREVAIL #PRV-P-PA1A-730-U-T2R	C.850	4103	30.7	184.2	B1-U0-G1
	1	P4	Single	LUMARK PREVAIL #PRV-P-PA1A-730-U-5WQ	C.850	4095	30.7	30.7	B3-U0-G1
	24	W1	Single	PIL MIMIK10 #M10-M-5W-T3-XX-3K-UNV-0-10V	C.850	314	5	120	B0-U0-G0
CARPORT	7	W2	Single	PIL MIMIK10 #M10-M-10W-T3-XX-3K-UNV-0-10V	C.850	542	10	70	B0-U0-G0

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Building Perimeter Sidewalk	Illuminance	Fc	0.89	2.2	0.1	8.90	22.00
Parking and Drives	Illuminance	Fc	1.55	8.9	0.3	5.17	29.67
Property Line	Illuminance	Fc	0.15	1.3	0.0	N.A.	N.A.

Filename: 9382 COL GROVE APTS PARKING RD4A.AGI

All values shown are maintained horizontal Footcandles at grade level.
The lighting calculations provided in this report approximate the light levels expected within the space as defined and are based on the information provided to Cal Lighting
Please verify the data to assure the accuracy of the report. Cal Lighting is not responsible for light output of lamps and ballasts, or design variables

CAL LIGHTING

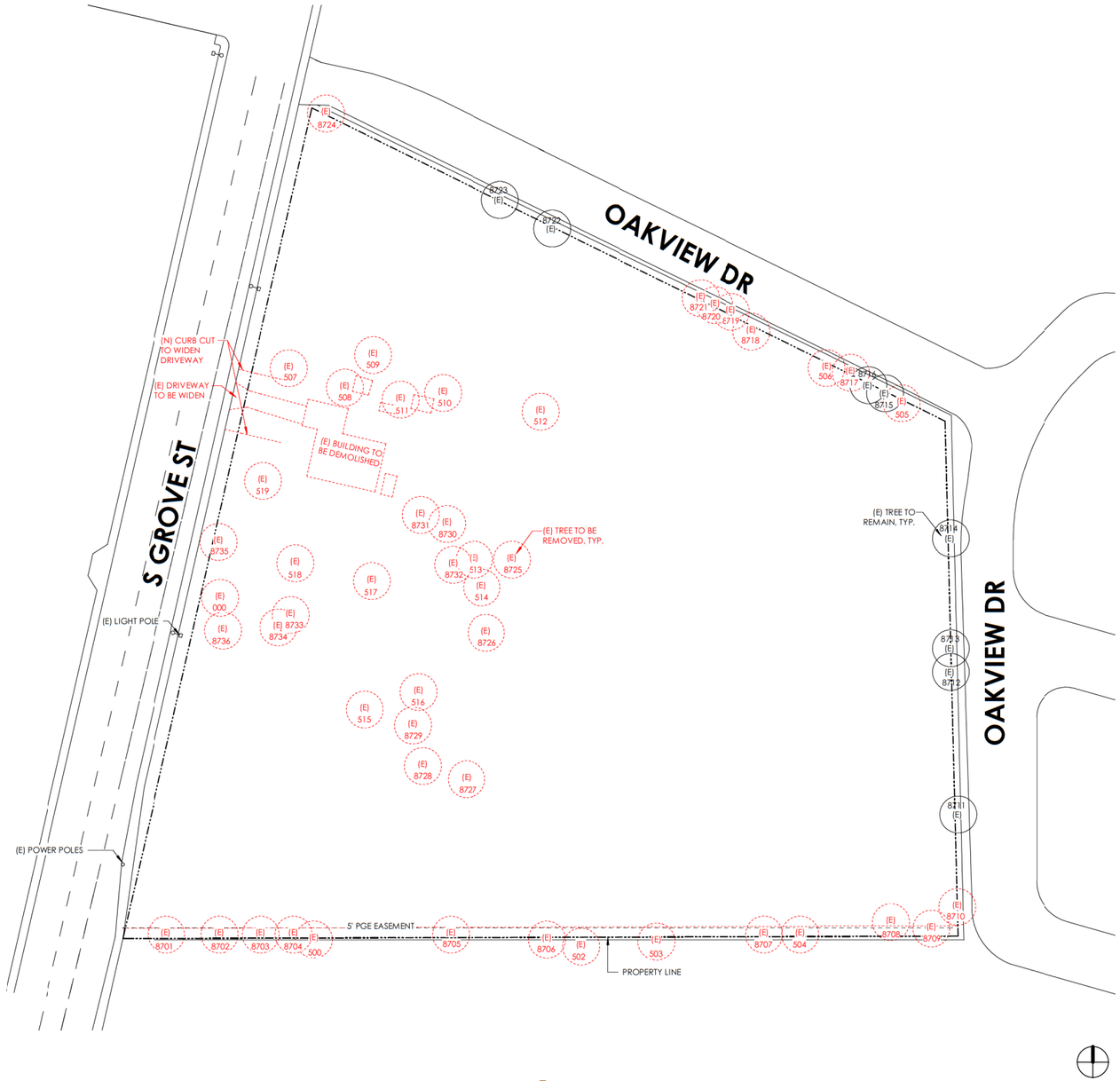
#	Date	Comments
4	10/17	CARPORT REV

Revisions

Application Designer: ASP
Date: 10/17/2023
Scale: 1" = 20'-0"

546 SOUTH GROVE
SINGLE FAMILY HOMES
ROCKLIN, CA 95677
EXTERIOR LIGHTING

CAL-A2.1
Page 1 of 1



SITE PLAN - EXISTING AND DEMO 1" = 30'-0" 1

HRGA
2277 Fair Oaks Boulevard, Studio 220
Sacramento, California 95825
916 993-4800 | www.hrgarchitects.com

THE GROVE APARTMENTS

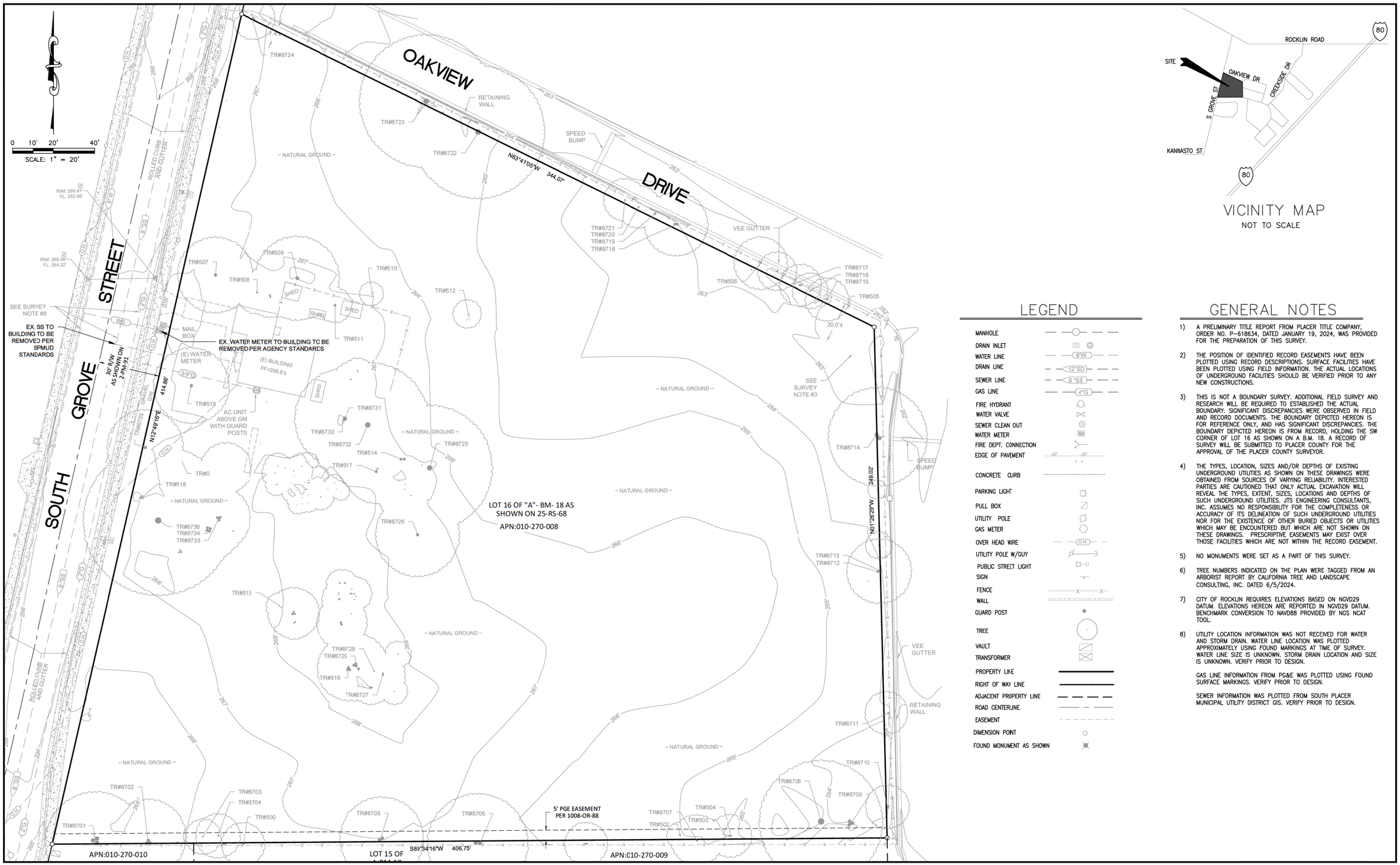
5345 S GROVE ST, ROCKLIN, CA, 85677

01/14/2025 24014

2.1

612

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VICINITY MAP

NOT TO SCALE

LEGEND

- MANHOLE
- DRAIN INLET
- WATER LINE (6"W)
- DRAIN LINE (12"SD)
- SEWER LINE (8"SS)
- GAS LINE (4"G)
- FIRE HYDRANT
- WATER VALVE
- SEWER CLEAN OUT
- WATER METER (WM)
- FIRE DEPT. CONNECTION
- EDGE OF PAVEMENT
- CONCRETE CURB
- PARKING LIGHT
- PULL BOX
- UTILITY POLE
- GAS METER
- OVER HEAD WIRE (O.H.)
- UTILITY POLE W/GUY
- PUBLIC STREET LIGHT
- SIGN
- FENCE
- WALL
- GUARD POST
- TREE
- VAULT
- TRANSFORMER
- PROPERTY LINE
- RIGHT OF WAY LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT
- DIMENSION POINT
- FOUND MONUMENT AS SHOWN

GENERAL NOTES

1) A PRELIMINARY TITLE REPORT FROM PLACER TITLE COMPANY, ORDER NO. P-618634, DATED JANUARY 19, 2024, WAS PROVIDED FOR THE PREPARATION OF THIS SURVEY.

2) THE POSITION OF IDENTIFIED RECORD EASEMENTS HAVE BEEN PLOTTED USING RECORD DESCRIPTIONS. SURFACE FACILITIES HAVE BEEN PLOTTED USING FIELD INFORMATION. THE ACTUAL LOCATIONS OF UNDERGROUND FACILITIES SHOULD BE VERIFIED PRIOR TO ANY NEW CONSTRUCTIONS.

3) THIS IS NOT A BOUNDARY SURVEY. ADDITIONAL FIELD SURVEY AND RESEARCH WILL BE REQUIRED TO ESTABLISHED THE ACTUAL BOUNDARY. SIGNIFICANT DISCREPANCIES WERE OBSERVED IN FIELD AND RECORD DOCUMENTS. THE BOUNDARY DEPICTED HEREON IS FOR REFERENCE ONLY, AND HAS SIGNIFICANT DISCREPANCIES. THE BOUNDARY DEPICTED HEREON IS FROM RECORD, HOLDING THE SW CORNER OF LOT 16 AS SHOWN ON A B.M. 18. A RECORD OF SURVEY WILL BE SUBMITTED TO PLACER COUNTY FOR THE APPROVAL OF THE PLACER COUNTY SURVEYOR.

4) THE TYPES, LOCATION, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. INTERESTED PARTIES ARE CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. JTS ENGINEERING CONSULTANTS, INC. ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. PRESCRIPTIVE EASEMENTS MAY EXIST OVER THOSE FACILITIES WHICH ARE NOT WITHIN THE RECORD EASEMENT.

5) NO MONUMENTS WERE SET AS A PART OF THIS SURVEY.

6) TREE NUMBERS INDICATED ON THE PLAN WERE TAGGED FROM AN ARBORIST REPORT BY CALIFORNIA TREE AND LANDSCAPE CONSULTING, INC. DATED 6/5/2024.

7) CITY OF ROCKLIN REQUIRES ELEVATIONS BASED ON NGVD29 DATUM. ELEVATIONS HEREON ARE REPORTED IN NGVD29 DATUM. BENCHMARK CONVERSION TO NAVD88 PROVIDED BY NGS NCAT TOOL.

8) UTILITY LOCATION INFORMATION WAS NOT RECEIVED FOR WATER AND STORM DRAIN. WATER LINE LOCATION WAS PLOTTED APPROXIMATELY USING FOUND MARKINGS AT TIME OF SURVEY. WATER LINE SIZE IS UNKNOWN. STORM DRAIN LOCATION AND SIZE IS UNKNOWN. VERIFY PRIOR TO DESIGN.

GAS LINE INFORMATION FROM PG&E WAS PLOTTED USING FOUND SURFACE MARKINGS. VERIFY PRIOR TO DESIGN.

SEWER INFORMATION WAS PLOTTED FROM SOUTH PLACER MUNICIPAL UTILITY DISTRICT GIS. VERIFY PRIOR TO DESIGN.

BENCHMARK ELEVATION: 246.87' (NGVD29)
CITY OF ROCKLIN ID# R 12-7: FOUND PK NAIL AND ANDREGG WATER IN CONCRETE FOUNDATION OF DI - NORTH SIDE OF CHINA GARDEN ROAD. SEE SURVEY NOTE #7.
CONVERSION CALCULATION:

NAVD1988 ELEVATION:	249.38	FEET
NGVD1929 ELEVATION:	246.87	FEET
DIFFERENCE IN ELEVATION:	2.51	FEET

JTS ENGINEERING CONSULTANTS, INC.
1808 J STREET
SACRAMENTO, CALIFORNIA 95811 (916) 441-6708

DESIGNED:	TEG	SCALE:	
DRAWN:	TEG	H:	1"=20'
CHECKED:	PHYA	V:	N/A

SUBMITTED: PASTOR H. Y. ABEJUELA III RCE: 94339

REGISTERED PROFESSIONAL ENGINEER PASTOR HENRY Y. ABEJUELA III 94339 CIVIL STATE OF CALIFORNIA

NO.	DESCRIPTION	ENGR INIT	APPROVAL BY	APPROVAL DATE

EXISTING CONDITIONS

5345 S GROVE ST. APTS

PRELIMINARY PLANS

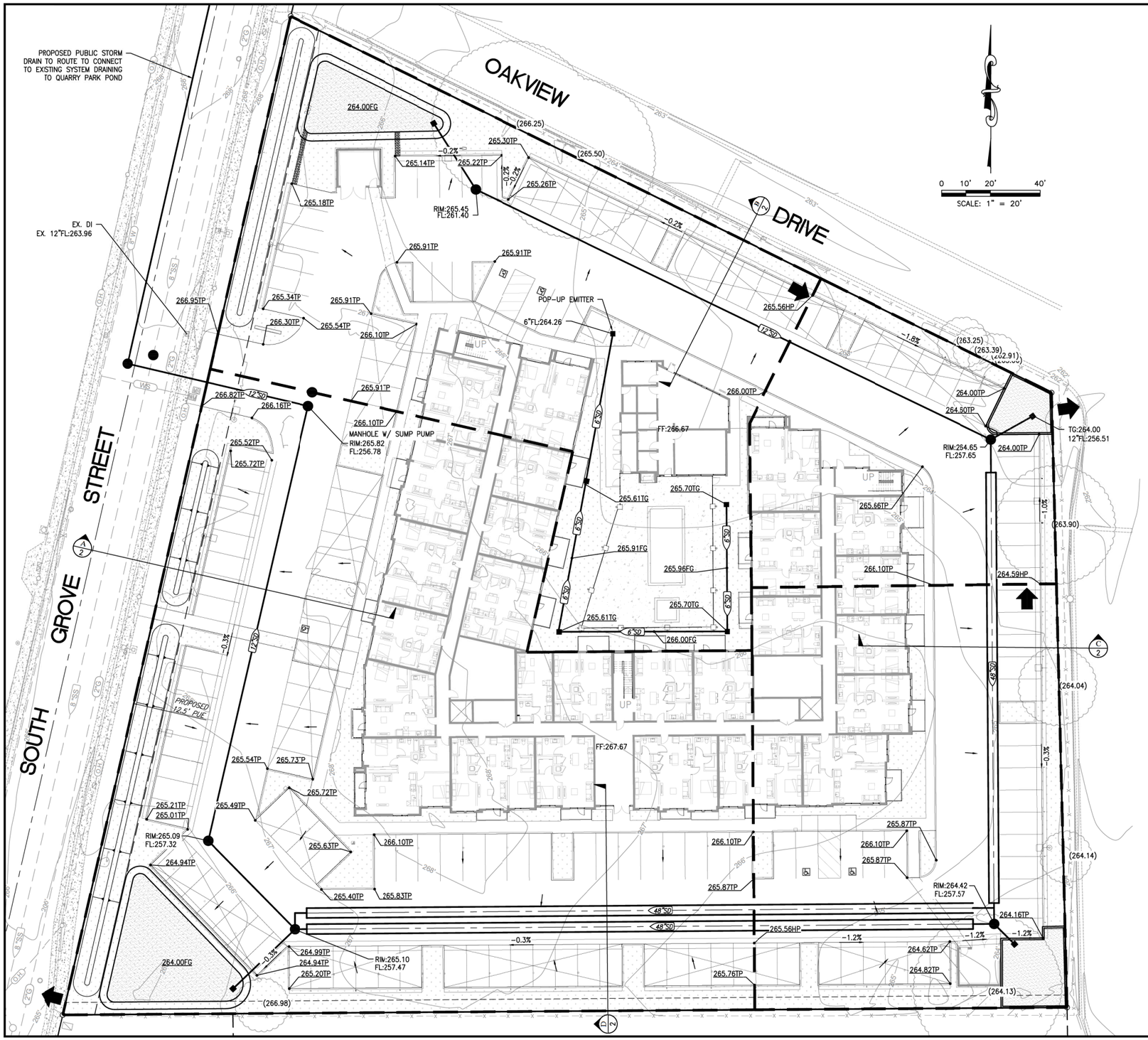
5345 S GROVE ST.

CITY OF ROCKLIN — APN: 010-270-008-000 — CALIFORNIA

DATE: 01/03/25

SHEET C1 / OF 5

JOB NO: 2024-009

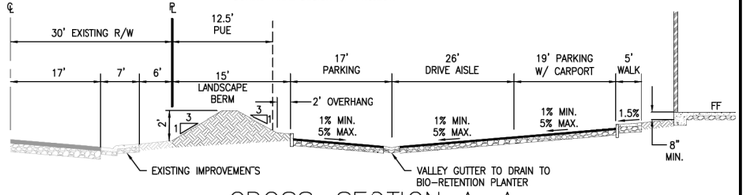


LEGEND

PROPOSED STORM DRAIN PIPE	12"SD
PROPOSED STORM DRAIN INLET	
PROPOSED STORM DRAIN MANHOLE	
PROPOSED BIO-RETENTION PLANTER	
PROPOSED WATERSHED	
PROPOSED OVERLAND RELEASE	
EXISTING TREE TO REMAIN	
EXISTING ELEV. CONTOUR	100'
MATCH EXISTING FINISHED GRADE	(100.00)
TOP OF PAVEMENT ELEVATION	100.00TP
HIGH-POINT ELEVATION	100.00HP
FINISHED GRADE ELEVATION	100.00FG

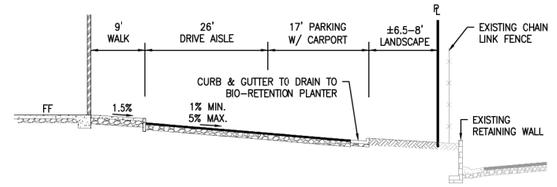
GENERAL NOTES

1. ALL STORM DRAIN PIPES ARE SLOPED AT 0.5%.
2. ACCESS POINTS TO BUILDING SHALL BE ANALYZED DURING FINAL DESIGN OF PLANS. STAIRS AND ACCESS RAMPS MAY BE REQUIRED.
3. DETENTION SYSTEM SIZED BASED ON PRELIMINARY ANALYSIS. LAYOUT CONFIGURATION AND SIZING SHALL BE BASED ON FINAL DESIGN TO DISCHARGE SITE TO EXISTING 2-YEAR STORM.
4. DOWNSTREAM POINT OF CONNECTION SHALL REQUIRE EASEMENT THROUGH ADJACENT PARCEL. CONNECTION POINT TO BE DETERMINED DURING FINAL DESIGN OF PROJECT.



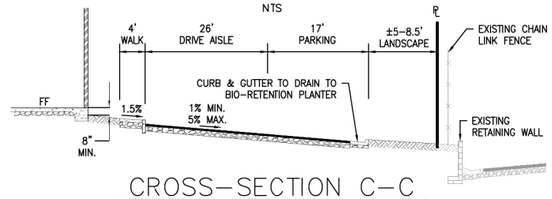
CROSS-SECTION A-A

NTS



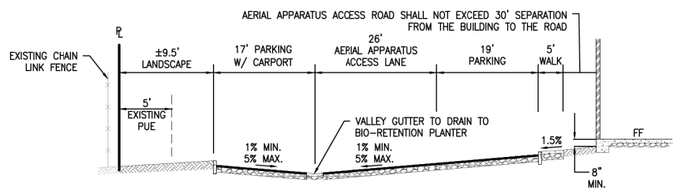
CROSS-SECTION B-B

NTS



CROSS-SECTION C-C

NTS



CROSS-SECTION D-D

NTS

BENCHMARK ELEVATION: 246.87' (NGVD29)
CITY OF ROCKLIN ID# R 12-7: FOUND PK NAIL AND ANDREGG WATER IN CONCRETE FOUNDATION OF DI - NORTH SIDE OF CHINA GARDEN ROAD. SEE SURVEY NOTE #7.
CONVERSION CALCULATION:
NAVD1988 ELEVATION: 249.38 FEET
NGVD1929 ELEVATION: 246.87 FEET
DIFFERENCE IN ELEVATION: 2.51 FEET

JTS ENGINEERING CONSULTANTS, INC.
1808 J STREET
SACRAMENTO, CALIFORNIA 95811 (916) 441-6708

DESIGNED:	TEG	SCALE:
DRAWN:	TEG	H: 1"=20'
CHECKED:	PHYA	V: N/A
SUBMITTED: PASTOR H. Y. ABEJUELA III RCE: 94339		

REGISTERED PROFESSIONAL ENGINEER PASTOR HENRY Y. ABEJUELA III C94339 CIVIL STATE OF CALIFORNIA

NO.	DESCRIPTION	ENGR INIT	APPROVAL BY	APPROVAL DATE

GRADING & DRAINAGE PLAN

5345 S GROVE ST. APTS

PRELIMINARY PLANS

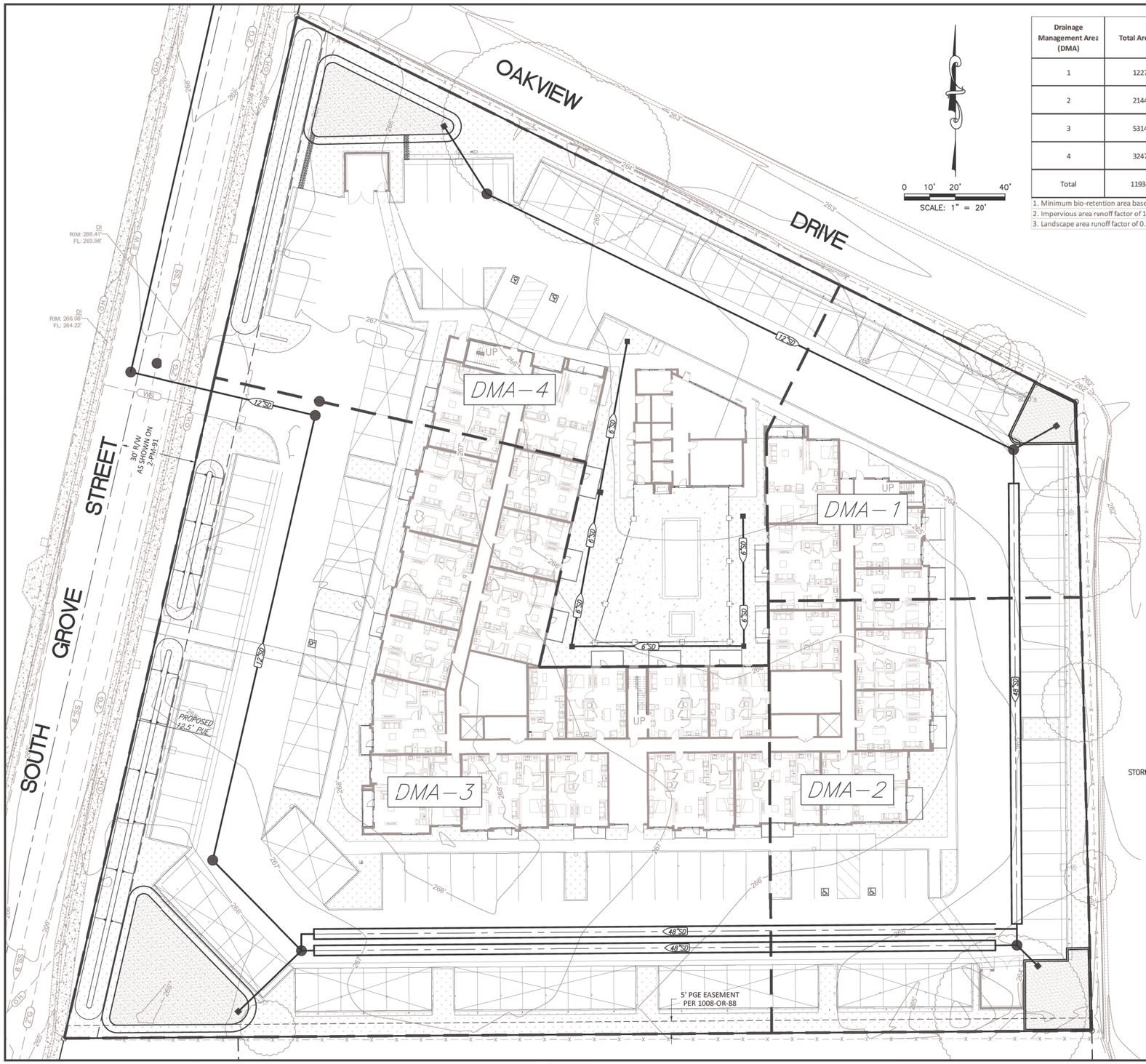
5345 S GROVE ST.

CITY OF ROCKLIN — **APN: 010-270-008-000** — CALIFORNIA

DATE: 01/03/25

SHEET C2 OF 5

JOB NO: 2024-009

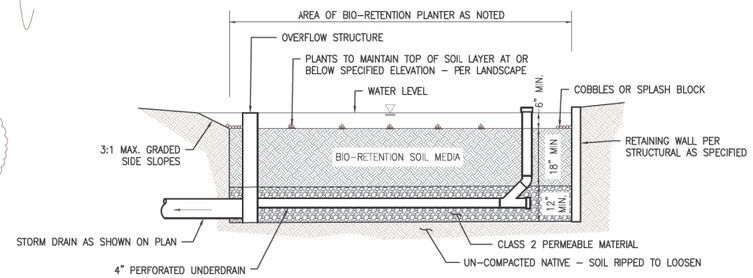


Drainage Management Area (DMA)	Total Area (sf)	Landscape Area (sf)	Impervious Area (sf)	Landscape Runoff Factor x Landscape Area	Imp. Area Runoff Factor X Impervious Area	Impervious/Landscape Area X Runoff Factor	Minimum Bio-retention Planter Area (sf)	Bio-retention Planter Area Provided (sf)
1	12275	1805	10470	181	10470	10650	426	428
2	21448	4069	17379	407	17379	17786	711	711
3	53140	11219	41921	1122	41921	43043	1722	1725
4	32479	10777	21702	1078	21702	22780	911	985
Total	119341	27869	91472	2787	91472	94259	3770	3849

1. Minimum bio-retention area based on 4% of contributing impervious/landscape area times runoff factors.
2. Impervious area runoff factor of 1.0 used for calculations
3. Landscape area runoff factor of 0.1 used for calculations

LEGEND

- PROPOSED STORM DRAIN PIPE — 12"SD
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED LANDSCAPE
- PROPOSED BIO-RETENTION PLANTER
- PROPOSED WATERSHED



TYPICAL BIO-RETENTION DETAIL

BENCHMARK ELEVATION: 246.87' (NGVD29)
CITY OF ROCKLIN ID# R 12-7: FOUND PK NAIL AND ANDREGG WATER IN CONCRETE FOUNDATION OF DI - NORTH SIDE OF CHINA GARDEN ROAD. SEE SURVEY NOTE #7.
CONVERSION CALCULATION:
NAVD1988 ELEVATION: 249.38 FEET
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DIFFERENCE IN ELEVATION: 2.51 FEET

JTS ENGINEERING CONSULTANTS, INC.
1808 J STREET
SACRAMENTO, CALIFORNIA 95811 (916) 441-6708

DESIGNED: TEG
DRAWN: TEG
CHECKED: PHYA
SCALE: H: 1"=20' V: N/A
SUBMITTED: PASTOR H. Y. ABEJUELA III RCE: 94339

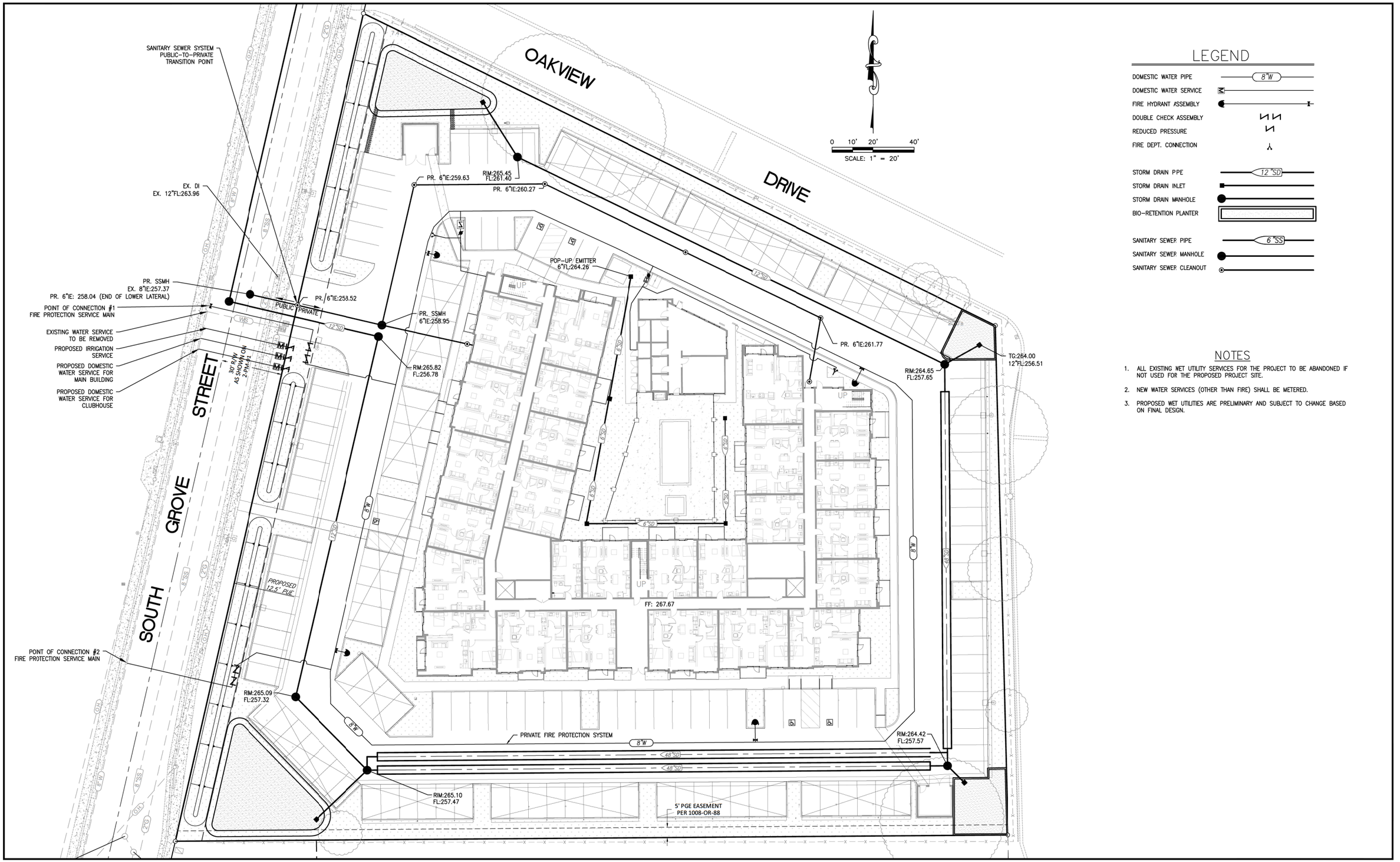
REGISTERED PROFESSIONAL ENGINEER — PASTOR HENRY Y. ABEJUELA II — C94339 — CIVIL — STATE OF CALIFORNIA

NO.	DESCRIPTION	ENGR INIT	APPROVAL BY	APPROVAL DATE

STORMWATER CONTROL PLAN
5345 S GROVE ST. APTS
PRELIMINARY PLANS
5345 S GROVE ST.
APN: 010-270-008-000
CITY OF ROCKLIN CALIFORNIA

DATE: 01/03/25
SHEET C3 OF 5

JOB NO: 2024-009



LEGEND

- DOMESTIC WATER PIPE — 8"W
- DOMESTIC WATER SERVICE
- FIRE HYDRANT ASSEMBLY
- DOUBLE CHECK ASSEMBLY
- REDUCED PRESSURE
- FIRE DEPT. CONNECTION
- STORM DRAIN PPE — 12"SD
- STORM DRAIN INLET
- STORM DRAIN MANHOLE
- BIO-RETENTION PLANTER
- SANITARY SEWER PIPE — 6"SS
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT

NOTES

1. ALL EXISTING WET UTILITY SERVICES FOR THE PROJECT TO BE ABANDONED IF NOT USED FOR THE PROPOSED PROJECT SITE.
2. NEW WATER SERVICES (OTHER THAN FIRE) SHALL BE METERED.
3. PROPOSED WET UTILITIES ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

BENCHMARK ELEVATION: 246.87' (NGVD29)
CITY OF ROCKLIN ID# R 12-7: FOUND PK NAIL AND ANDREGG WATER IN CONCRETE FOUNDATION OF DI - NORTH SIDE OF CHINA GARDEN ROAD. SEE SURVEY NOTE #7.
CONVERSION CALCULATION:

NAVD1988 ELEVATION:	249.38	FEET
NGVD1929 ELEVATION:	246.87	FEET
DIFFERENCE IN ELEVATION:	2.51	FEET

JTS ENGINEERING CONSULTANTS, INC.
1808 J STREET
SACRAMENTO, CALIFORNIA 95811 (916) 441-6708

DESIGNED:	TEG	SCALE:
DRAWN:	TEG	H: 1"=20'
CHECKED:	PHYA	V: N/A
SUBMITTED: PASTOR H. Y. ABEJUELA III		RCE: 94339

REGISTERED PROFESSIONAL ENGINEER — PASTOR HENRY Y. ABEJUELA III — C94339 — CIVIL — STATE OF CALIFORNIA

NO.	DESCRIPTION	ENGR INIT	APPROVAL BY	APPROVAL DATE

UTILITY PLAN

5345 S GROVE ST. APTS

PRELIMINARY PLANS

5345 S GROVE ST.

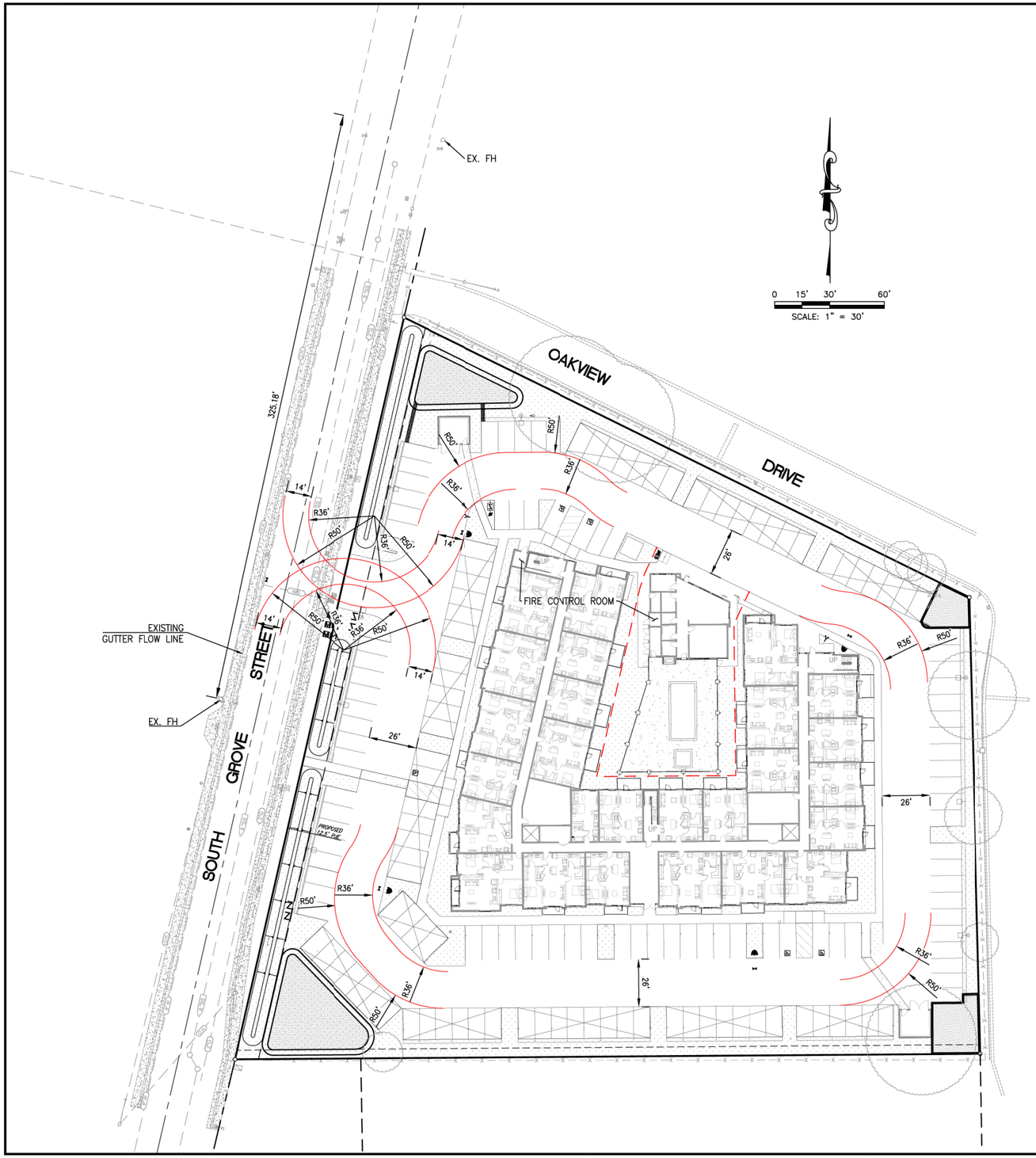
APN: 010-270-008-000

CITY OF ROCKLIN CALIFORNIA

DATE: 01/03/25

SHEET C4 OF 5

JOB NO: 2024-009



LEGEND

- 20' FIRE ACCESS PATH, UNLESS OTHERWSE NOTED.
- ≤150' PATH OF FIRE HOSE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT

BUILDING ANALYSIS

SQUARE-FOOTAGE:	84,930
TYPE OF CONSTRUCTION:	V-A
REQUIRED FIRE FLOW:	5,250 GPM
FLOW DURATION:	4 HOURS
FIRE SPRINKLERS:	NFPA 13

HYDRANT REQUIREMENTS

MINIMUM NUMBER OF HYDRANTS:	6
AVERAGE SPACE BETWEEN HYDRANTS:	300'
MAXIMUM DISTANCE FROM ANY POINT ON FRONTAGE ROAD TO HYDRANT:	180'

NOTES

1. SITE IMPROVEMENTS AND BUILDING FOOTPRINTS SHOWN FOR ENTITLEMENT PURPOSES. FINAL DEVELOPMENT SHALL BE BUILT PER CONSTRUCTION DOCUMENTS.

BENCHMARK ELEVATION: 246.87' (NGVD29)
CITY OF ROCKLIN ID# R 12-7: FOUND PK NAIL AND ANDREGG WATER IN CONCRETE FOUNDATION OF DI - NORTH SIDE OF CHINA GARDEN ROAD. SEE SURVEY NOTE #7.
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NAVD1988 ELEVATION:	249.38	FEET
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JTS ENGINEERING CONSULTANTS, INC.
1808 J STREET
SACRAMENTO, CALIFORNIA 95811 (916) 441-6708

DESIGNED:	TEG	SCALE:
DRAWN:	TEG	H: 1"=30'
CHECKED:	PHYA	V: N/A

SUBMITTED: PASTOR H. Y. ABEJUELA III RCE: 94339

REGISTERED PROFESSIONAL ENGINEER PASTOR HENRY Y. ABEJUELA III C94339 CIVIL STATE OF CALIFORNIA

NO.	DESCRIPTION	ENGR INIT	APPROVAL BY	APPROVAL DATE

FIRE ACCESS PLAN
5345 S GROVE ST. APTS
PRELIMINARY PLANS
5345 S GROVE ST.
CITY OF ROCKLIN **APN: 010-270-008-000** CALIFORNIA

DATE: 01/03/25
SHEET C5 / OF 5
JOB NO: 2024-009

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Abatement of Public Nuisance (Weed Abatement) in Various Locations in the City of Rocklin

Date: April 22, 2025

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

Department: Public Works

Recommendation:
Conduct a Public Hearing and Consider the Following Action:
Adopt a Resolution of the City of Rocklin Ordering Abatement of a Public Nuisance in Various Properties in the City of Rocklin (Weed Abatement).

Background:
To complete the weed and rubbish abatement process, the City is required to hold a noticed protest hearing to hear objections from any landowners whose property has been declared a nuisance. As required by statute, notices were sent to the owners of the properties declared a nuisance, via certified letters mailed on April 9, 2025. After hearing any objections, the City Council shall either allow or overrule them. At that time, the City Council acquires jurisdiction to proceed with the removal work and, by approving the attached resolution, authorizes the abatement process to move forward.

Approximately 515 vacant parcels in the City of Rocklin require weed abatement. The weed abatement contractor will inspect each property prior to any abatement work. If a property is found to be in compliance with the City's Standards for Maintenance of Vacant Parcels, no work will be performed by the City's contractor.

To date, the City has received ___ public comment, via _____, which is included as Attachment 3.

Fiscal Impact:
The City will advance the cost of weed abatement services performed by its contractor, and each property owner will subsequently be invoiced for reimbursement.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ORDERING ABATEMENT OF A PUBLIC NUISANCE IN VARIOUS PROPERTIES IN THE CITY OF ROCKLIN
(Weed Abatement)

WHEREAS, on April 8, 2025 the City Council of the City of Rocklin declared conditions of certain property in the City of Rocklin a public nuisance, ordered the nuisance to be abated before June 1, 2025, pursuant to the City of Rocklin's Standards for Maintenance of Vacant Parcels and Rocklin Municipal Code section 8.12, and set a public hearing for April 22, 2025; and

WHEREAS, the conditions leading to the declaration of a public nuisance included the accumulation of combustibles, weeds, and other rank growth on the properties that substantially increase the fire hazard, and are a hazard to the public health and safety; and

WHEREAS, in accordance with California Government Code sections 39567.1 and 39566, on April 9, 2025, City staff mailed to the property owners written notice of the City Council's Resolution declaring the properties a public nuisance, ordering abatement, and the date for the public protest hearing; and

WHEREAS, on April 22, 2025, a public protest hearing was held before the City Council of the City of Rocklin, all persons present or participating remotely were provided an opportunity to be heard, and Council allowed or overruled any objections.

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

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council finds and declares that conditions at the locations listed on Exhibit "A", attached hereto and incorporated herein by this reference, constitute a public nuisance and are detrimental to the public health, safety, and welfare. The City Council also finds and declares that weeds on the locations listed on Exhibit "A" are seasonal and recurrent nuisances.

Section 3. It is therefore ordered that such nuisance be abated before June 1, 2025, or the City will cause the abatement to be accomplished and the cost thereof placed as a special assessment lien against the properties identified in Exhibit "A."

PASSED AND ADOPTED this 22nd day of April, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A
WEED ABATEMENT

EXHIBIT A

010-030-004-000	4670 GROVE ST	ROCKLIN CA 95677
010-072-002-000	4920 PACIFIC ST	ROCKLIN CA 95677
010-072-012-000	4970 PACIFIC ST	ROCKLIN CA 95677
010-072-015-000	4950 PACIFIC ST	ROCKLIN CA 95677
010-082-059-000	4700 GROVE ST	ROCKLIN CA 95677
010-091-018-000	4855 PACIFIC ST	ROCKLIN CA 95677
010-091-022-000	4830 SAN FRANCISCO ST	ROCKLIN CA 95677
010-092-010-000	4975 PACIFIC ST	ROCKLIN CA 95677
010-121-006-000	3720 PINE ST	ROCKLIN CA 95677
010-122-009-000	5145 RAILROAD AV	ROCKLIN CA 95677
010-134-010-000	5160 HIGH ST	ROCKLIN CA 95677
010-170-002-000	5235 PACIFIC ST	ROCKLIN CA 95677
010-181-084-000	4125 DIEGO WY	ROCKLIN CA 95677
010-181-085-000	4135 DIEGO WY	ROCKLIN CA 95677
010-191-007-000	6050 PACIFIC ST	ROCKLIN CA 95677
010-191-010-000	6050 PACIFIC ST	ROCKLIN CA 95677
010-210-013-000	5420 FRONT ST	ROCKLIN CA 95677
010-220-041-000	3520 FARRON ST	ROCKLIN CA 95677
010-220-045-000	3540 FARRON ST	ROCKLIN CA 95677
010-230-008-000	5425 RUHKALA RD	ROCKLIN CA 95677
010-250-042-000	3985 WINDING LN	ROCKLIN CA 95677
010-480-001-000	4101 HARDROCK CT	ROCKLIN CA 95677
010-480-002-000	4103 HARDROCK CT	ROCKLIN CA 95677
010-480-003-000	4105 HARDROCK CT	ROCKLIN CA 95677
010-480-004-000	4107 HARDROCK CT	ROCKLIN CA 95677
010-480-005-000	4109 HARDROCK CT	ROCKLIN CA 95677
010-480-006-000	4111 HARDROCK CT	ROCKLIN CA 95677
010-480-007-000	4110 HARDROCK CT	ROCKLIN CA 95677
010-480-008-000	4108 HARDROCK CT #1	ROCKLIN CA 95677
010-480-009-000	4106 HARDROCK CT	ROCKLIN CA 95677
010-480-010-000	4104 HARDROCK CT	ROCKLIN CA 95677
010-480-011-000	4046 WINDING LN	ROCKLIN CA 95677
010-480-012-000	4044 WINDING LN	ROCKLIN CA 95677
010-480-016-000	4021 DELLA CT	ROCKLIN CA 95677
010-480-017-000	4031 DELLA CT	ROCKLIN CA 95677
010-480-019-000	4040 DELLA CT	ROCKLIN CA 95677
010-480-020-000	4030 DELLA CT	ROCKLIN CA 95677
010-480-022-000	4010 DELLA CT	ROCKLIN CA 95677
010-480-024-000	4034 WINDING LN	ROCKLIN CA 95677
010-480-025-000	4032 WINDING LN	ROCKLIN CA 95677
016-090-024-000	4625 NORTH STAR ST	ROCKLIN CA 95677
016-100-031-000	4915 TOPAZ AV	ROCKLIN CA 95677
016-180-004-000	5410 PARAGON ST	ROCKLIN CA 95677
016-180-005-000	5400 PARAGON ST	ROCKLIN CA 95677
016-210-002-000	5450 PARAGON ST	ROCKLIN CA 95677
017-084-001-000	908 UNIVERSITY AV	ROCKLIN CA 95765
017-084-011-000	901 UNIVERSITY AV	ROCKLIN CA 95765
017-086-013-000	1420 W STANFORD RANCH RD	ROCKLIN CA 95677
017-171-043-000	1271 WHITNEY RANCH PW	ROCKLIN CA 95765
017-171-047-000	1161 WHITNEY RANCH PW	ROCKLIN CA 95765

EXHIBIT A

017-284-006-000	1110 SUNSET BL	ROCKLIN CA 95765
017-284-007-000	1130 SUNSET BL	ROCKLIN CA 95765
017-284-020-000	1200 SUNSET BL	ROCKLIN CA 95765
017-284-021-000	1210 SUNSET BL	ROCKLIN CA 95765
017-350-031-000	5941 WEST OAKS BL	ROCKLIN CA 95765
017-460-001-000	6041 STANFORD RANCH RD	ROCKLIN CA 95765
030-041-031-000	3400 CLOVER VALLEY RD	ROCKLIN CA 95677
030-200-033-000	3962 RAWHIDE RD	ROCKLIN CA 95677
030-210-068-000	3932 RAWHIDE RD	ROCKLIN CA 95677
030-210-069-000	3934 RAWHIDE RD	ROCKLIN CA 95677
045-011-046-000	4080 DELMAR AV	ROCKLIN CA 95677
045-011-047-000	3998 DELMAR AV	ROCKLIN CA 95677
045-031-001-000	4615 GROVE ST	ROCKLIN CA 95677
045-031-002-000	4545 PACIFIC ST	ROCKLIN CA 95677
045-031-013-000	4455 CIRCUIT CT	ROCKLIN CA 95677
045-031-014-000	4465 CIRCUIT CT	ROCKLIN CA 95677
045-043-080-000	4064 DIAS LN	ROCKLIN CA 95650
045-080-033-000	4469 GRANITE DR	ROCKLIN CA 95677
045-103-006-000	4555 ROCKLIN RD	ROCKLIN CA 95677
045-110-062-000	4470 ROCKLIN RD	ROCKLIN CA 95677
045-110-066-000	5500 CHINA GARDEN RD	ROCKLIN CA 95677
045-120-029-000	5520 CHINA GARDEN RD	ROCKLIN CA 95677
045-120-062-000	4540 MONUMENT SPRINGS DR	ROCKLIN CA 95677
045-190-008-000	4500 IVY LN	ROCKLIN CA 95677
045-260-044-000	2491 SIERRA MEADOWS DR	ROCKLIN CA 95677
045-590-005-000	4409 REDSTART LN	ROCKLIN CA 95677
045-590-006-000	4411 REDSTART LN	ROCKLIN CA 95677
045-590-007-000	4413 REDSTART LN	ROCKLIN CA 95677
045-590-008-000	4704 GADWALL LN	ROCKLIN CA 95677
045-590-009-000	4702 GADWALL LN	ROCKLIN CA 95677
045-590-010-000	4700 GADWALL LN	ROCKLIN CA 95677
045-590-017-000	4366 ROBINSON WY	ROCKLIN CA 95677
045-590-018-000	4364 ROBINSON WY	ROCKLIN CA 95677
045-590-019-000	4362 ROBINSON WY	ROCKLIN CA 95677
045-590-020-000	4360 ROBINSON WY	ROCKLIN CA 95677
045-590-021-000	4358 ROBINSON WY	ROCKLIN CA 95677
045-590-022-000	4356 ROBINSON WY	ROCKLIN CA 95677
045-590-023-000	4354 ROBINSON WY	ROCKLIN CA 95677
045-590-024-000	4357 ROBINSON WY	ROCKLIN CA 95677
045-590-025-000	4803 MIRAGE LN	ROCKLIN CA 95677
045-590-026-000	4801 MIRAGE LN	ROCKLIN CA 95677
045-590-027-000	4800 MIRAGE LN	ROCKLIN CA 95677
045-590-028-000	4802 MIRAGE LN	ROCKLIN CA 95677
045-590-029-000	4903 CAMBER LN	ROCKLIN CA 95677
045-590-030-000	4901 CAMBER LN	ROCKLIN CA 95677
045-590-031-000	4900 CAMBER LN	ROCKLIN CA 95677
045-590-032-000	4902 CAMBER LN	ROCKLIN CA 95677
045-590-033-000	5005 TRIUMPH LN	ROCKLIN CA 95677
045-590-034-000	5001 TRIUMPH LN	ROCKLIN CA 95677
045-590-035-000	5004 TRIUMPH LN	ROCKLIN CA 95677

EXHIBIT A

045-590-036-000	5002 TRIUMPH LN	ROCKLIN CA 95677
045-590-037-000	5000 TRIUMPH LN	ROCKLIN CA 95677
045-590-038-000	4375 ROBINSON WY	ROCKLIN CA 95677
045-590-039-000	4377 ROBINSON WY	ROCKLIN CA 95677
045-610-001-000	4791 RACETRACK RD	ROCKLIN CA 95677
045-610-002-000	4787 RACETRACK RD	ROCKLIN CA 95677
045-610-003-000	4783 RACETRACK RD	ROCKLIN CA 95677
045-610-005-000	4775 RACETRACK RD	ROCKLIN CA 95677
045-610-007-000	4767 RACETRACK RD	ROCKLIN CA 95677
045-610-008-000	4763 RACETRACK RD	ROCKLIN CA 95677
045-610-009-000	4759 RACETRACK RD	ROCKLIN CA 95677
045-610-010-000	4755 RACETRACK RD	ROCKLIN CA 95677
364-090-024-000	2300 SUNSET BL	ROCKLIN CA 95765
364-090-025-000	2310 SUNSET BL	ROCKLIN CA 95765
365-020-067-000	6351 WEST OAKS BL	ROCKLIN CA 95765
365-020-068-000	6341 WEST OAKS BL	ROCKLIN CA 95765
365-020-069-000	6331 WEST OAKS BL	ROCKLIN CA 95765
365-020-070-000	6321 WEST OAKS BL	ROCKLIN CA 95765
365-020-071-000	6311 WEST OAKS BL	ROCKLIN CA 95765
365-020-072-000	6301 WEST OAKS BL	ROCKLIN CA 95765
368-020-031-000	5421 BUTTE CI	ROCKLIN CA 95765
370-120-003-000	5071 MIDAS AV	ROCKLIN CA 95677
370-120-004-000	5073 MIDAS AV	ROCKLIN CA 95677
370-120-005-000	5075 MIDAS AV	ROCKLIN CA 95677
371-010-005-000	3645 AMETHYST DR	ROCKLIN CA 95677
372-210-001-000	4246 SHADY MILLS CT	ROCKLIN CA 95765
372-210-002-000	4245 SHADY MILLS CT	ROCKLIN CA 95765
372-210-003-000	4240 SHADY MILLS CT	ROCKLIN CA 95765
372-210-004-000	4235 SHADY MILLS CT	ROCKLIN CA 95765
372-210-005-000	4230 SHADY MILLS CT	ROCKLIN CA 95765
372-210-006-000	4225 SHADY MILLS CT	ROCKLIN CA 95765
372-210-007-000	4220 SHADY MILLS CT	ROCKLIN CA 95765
372-210-008-000	4215 SHADY MILLS CT	ROCKLIN CA 95765
372-210-009-000	4210 SHADY MILLS CT	ROCKLIN CA 95765
372-210-010-000	4205 SHADY MILLS CT	ROCKLIN CA 95765
372-210-011-000	1304 BEAR CREEK DR	ROCKLIN CA 95765
372-210-015-000	1320 BEAR CREEK DR	ROCKLIN CA 95765
372-210-016-000	1324 BEAR CREEK DR	ROCKLIN CA 95765
372-210-017-000	1328 BEAR CREEK DR	ROCKLIN CA 95765
372-210-018-000	1332 BEAR CREEK DR	ROCKLIN CA 95765
372-210-019-000	1336 BEAR CREEK DR	ROCKLIN CA 95765
372-210-020-000	1340 BEAR CREEK DR	ROCKLIN CA 95765
372-210-026-000	1130 BROOK TRAIL CT	ROCKLIN CA 95765
372-210-033-000	1209 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-034-000	1207 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-035-000	1205 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-037-000	1200 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-038-000	1202 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-039-000	1204 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-040-000	1206 BUCK RIDGE DR	ROCKLIN CA 95765

EXHIBIT A

372-210-041-000	1208 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-042-000	1210 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-044-000	1214 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-046-000	1218 BUCK RIDGE DR	ROCKLIN CA 95765
372-210-047-000	1341 BEAR CREEK DR	ROCKLIN CA 95765
372-210-048-000	1337 BEAR CREEK DR	ROCKLIN CA 95765
372-210-049-000	1333 BEAR CREEK DR	ROCKLIN CA 95765
372-210-050-000	1329 BEAR CREEK DR	ROCKLIN CA 95765
372-210-051-000	1325 BEAR CREEK DR	ROCKLIN CA 95765
372-210-052-000	1321 BEAR CREEK DR	ROCKLIN CA 95765
372-210-053-000	1317 BEAR CREEK DR	ROCKLIN CA 95765
372-210-054-000	1313 BEAR CREEK DR	ROCKLIN CA 95765
372-210-055-000	1309 BEAR CREEK DR	ROCKLIN CA 95765
372-210-056-000	1305 BEAR CREEK DR	ROCKLIN CA 95765
372-210-057-000	1301 BEAR CREEK DR	ROCKLIN CA 95765
372-220-001-000	1344 BEAR CREEK DR	ROCKLIN CA 95765
372-220-002-000	1348 BEAR CREEK DR	ROCKLIN CA 95765
372-220-003-000	1352 BEAR CREEK DR	ROCKLIN CA 95765
372-220-004-000	1356 BEAR CREEK DR	ROCKLIN CA 95765
372-220-005-000	1360 BEAR CREEK DR	ROCKLIN CA 95765
372-220-006-000	1364 BEAR CREEK DR	ROCKLIN CA 95765
372-220-007-000	1368 BEAR CREEK DR	ROCKLIN CA 95765
372-220-020-000	1361 BEAR CREEK DR	ROCKLIN CA 95765
372-220-021-000	1357 BEAR CREEK DR	ROCKLIN CA 95765
372-220-022-000	1353 BEAR CREEK DR	ROCKLIN CA 95765
372-220-023-000	1349 BEAR CREEK DR	ROCKLIN CA 95765
372-220-024-000	1345 BEAR CREEK DR	ROCKLIN CA 95765
372-230-001-000	1372 BEAR CREEK DR	ROCKLIN CA 95765
372-230-002-000	1376 BEAR CREEK DR	ROCKLIN CA 95765
372-240-001-000	700 SADDLEROCK WY	ROCKLIN CA 95765
372-240-002-000	704 SADDLEROCK WY	ROCKLIN CA 95765
372-240-003-000	708 SADDLEROCK WY	ROCKLIN CA 95765
372-240-004-000	712 SADDLEROCK WY	ROCKLIN CA 95765
372-240-005-000	716 SADDLEROCK WY	ROCKLIN CA 95765
372-240-006-000	720 SADDLEROCK WY	ROCKLIN CA 95675
372-240-007-000	724 SADDLEROCK WY	ROCKLIN CA 95765
372-240-008-000	728 SADDLEROCK WY	ROCKLIN CA 95765
372-240-009-000	732 SADDLEROCK WY	ROCKLIN CA 95765
372-240-010-000	736 SADDLEROCK WY	ROCKLIN CA 95765
372-240-011-000	740 SADDLEROCK WY	ROCKLIN CA 95765
372-240-012-000	744 SADDLEROCK WY	ROCKLIN CA 95765
372-240-013-000	748 SADDLEROCK WY	ROCKLIN CA 95765
372-240-014-000	3304 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-016-000	3312 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-017-000	3316 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-018-000	3320 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-019-000	3324 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-020-000	3328 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-021-000	3340 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-022-000	3344 GROUSE RIDGE CT	ROCKLIN CA 95765

EXHIBIT A

372-240-023-000	3348 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-024-000	3352 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-025-000	3356 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-026-000	3360 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-027-000	3361 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-028-000	3357 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-029-000	3353 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-030-000	3349 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-031-000	3345 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-032-000	3341 GROUSE RIDGE CT	ROCKLIN CA 95765
372-240-033-000	3337 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-034-000	3333 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-035-000	3329 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-036-000	3325 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-037-000	3321 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-038-000	3317 GROUSE RIDGE WY	ROCKLIN CA 95765
372-240-039-000	741 SADDLEROCK WY	ROCKLIN CA 95765
372-240-040-000	737 SADDLEROCK WY	ROCKLIN CA 95765
372-240-041-000	725 SADDLEROCK WY	ROCKLIN CA 95765
372-240-042-000	721 SADDLEROCK WY	ROCKLIN CA 95765
372-240-043-000	3210 CHICKADEE CT	ROCKLIN CA 95765
372-240-044-000	3214 CHICKADEE CT	ROCKLIN CA 95765
372-240-045-000	3218 CHICKADEE CT	ROCKLIN CA 95765
372-240-046-000	3229 CHICKADEE CT	ROCKLIN CA 95765
372-240-047-000	3225 CHICKADEE CT	ROCKLIN CA 95765
372-240-048-000	3221 CHICKADEE CT	ROCKLIN CA 95765
372-240-049-000	3217 CHICKADEE CT	ROCKLIN CA 95765
372-240-050-000	3213 CHICKADEE CT	ROCKLIN CA 95765
372-240-051-000	3209 CHICKADEE CT	ROCKLIN CA 95765
372-240-052-000	3205 CHICKADEE CT	ROCKLIN CA 95765
372-240-053-000	3201 CHICKADEE CT	ROCKLIN CA 95765
372-250-001-000	3628 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-002-000	3632 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-003-000	3636 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-004-000	3640 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-005-000	3644 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-006-000	3648 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-007-000	3652 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-008-000	3656 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-009-000	3660 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-010-000	3664 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-250-011-000	3670 RAMHORN RIDGE CT	ROCKLIN CA 95765
372-250-012-000	3674 RAMHORN RIDGE CT	ROCKLIN CA 95765
372-250-013-000	3678 RAMHORN RIDGE CT	ROCKLIN CA 95765
372-250-014-000	3682 RAMHORN RIDGE CT	ROCKLIN CA 95765
372-250-015-000	3686 RAMHORN RIDGE CT	ROCKLIN CA 95765
372-250-016-000	3675 RAMHORN RIDGE CT	ROCKLIN CA 95765
372-250-017-000	3671 RAMHORN RIDGE CT	ROCKLIN CA 95765
372-250-018-000	904 MIRAGE LN	ROCKLIN CA 95765
372-250-019-000	906 MIRAGE LN	ROCKLIN CA 95765

EXHIBIT A

372-250-020-000	908 MIRAGE LN	ROCKLIN CA 95765
372-250-021-000	3518 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-022-000	3520 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-023-000	3522 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-024-000	3524 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-025-000	3526 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-026-000	3528 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-027-000	3530 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-028-000	3532 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-029-000	3537 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-030-000	3535 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-031-000	3533 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-032-000	3531 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-033-000	3529 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-034-000	3527 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-035-000	3525 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-036-000	3523 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-037-000	3521 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-038-000	3519 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-039-000	3517 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-040-000	3515 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-041-000	3513 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-042-000	3511 DUTCH CANYON CT	ROCKLIN CA 95765
372-250-043-000	3509 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-048-000	911 MIRAGE LN	ROCKLIN CA 95765
372-250-049-000	909 MIRAGE LN	ROCKLIN CA 95765
372-250-050-000	907 MIRAGE LN	ROCKLIN CA 95765
372-250-051-000	905 MIRAGE LN	ROCKLIN CA 95765
372-250-052-000	903 MIRAGE LN	ROCKLIN CA 95765
372-250-053-000	901 MIRAGE LN	ROCKLIN CA 95765
372-250-054-000	800 SALT FLAT LN	ROCKLIN CA 95765
372-250-055-000	810 SALT FLAT LN	ROCKLIN CA 95765
372-250-056-000	820 SALT FLAT LN	ROCKLIN CA 95765
372-250-057-000	830 SALT FLAT LN	ROCKLIN CA 95765
372-250-058-000	840 SALT FLAT LN	ROCKLIN CA 95765
372-250-059-000	850 SALT FLAT LN	ROCKLIN CA 95765
372-250-060-000	860 SALT FLAT LN	ROCKLIN CA 95765
372-250-061-000	865 SALT FLAT LN	ROCKLIN CA 95765
372-250-062-000	855 SALT FLAT LN	ROCKLIN CA 95765
372-250-063-000	845 SALT FLAT LN	ROCKLIN CA 95765
372-250-065-000	825 SALT FLAT LN	ROCKLIN CA 95765
372-250-066-000	815 SALT FLAT LN	ROCKLIN CA 95765
372-250-067-000	801 SALT FLAT LN	ROCKLIN CA 95765
372-250-068-000	3475 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-074-000	3487 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-075-000	3500 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-076-000	3498 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-077-000	3496 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-078-000	3494 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-079-000	3492 DUTCH CANYON DR	ROCKLIN CA 95765

EXHIBIT A

372-250-081-000	3488 DUTCH CANYON DR	ROCKLIN CA 95765
372-250-082-000	3486 DUTCH CANYON DR	ROCKLIN CA 95765
372-260-055-000	3616 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-260-056-000	3620 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-260-057-000	3624 RAMHORN RIDGE DR	ROCKLIN CA 95765
372-260-058-000	720 SAND DUNE CT	ROCKLIN CA 95765
372-260-059-000	740 SAND DUNE CT	ROCKLIN CA 95765
372-260-060-000	760 SAND DUNE CT	ROCKLIN CA 95765
372-260-061-000	780 SAND DUNE CT	ROCKLIN CA 95765
372-270-001-000	4075 PETER'S CT	ROCKLIN CA 95765
372-270-002-000	4078 PETER'S CT	ROCKLIN CA 95765
372-270-006-000	4086 PETER'S CT	ROCKLIN CA 95765
372-270-007-000	4088 PETER'S CT	ROCKLIN CA 95765
372-270-008-000	4090 PETER'S CT	ROCKLIN CA 95765
372-270-009-000	4092 PETER'S CT	ROCKLIN CA 95765
372-270-010-000	4094 PETER'S CT	ROCKLIN CA 95747
372-270-011-000	4096 PETER'S CT	ROCKLIN CA 95765
372-270-012-000	4098 PETER'S CT	ROCKLIN CA 95765
372-270-013-000	4101 PETER'S WY	ROCKLIN CA 95765
372-270-045-000	4093 PETER'S CT	ROCKLIN CA 95765
372-270-046-000	4091 PETER'S CT	ROCKLIN CA 95765
372-270-047-000	4089 PETER'S CT	ROCKLIN CA 95765
372-270-048-000	4087 PETER'S CT	ROCKLIN CA 95765
372-270-049-000	4085 PETER'S CT	ROCKLIN CA 95765
372-270-050-000	4083 PETER'S CT	ROCKLIN CA 95765
372-270-051-000	4081 PETER'S CT	ROCKLIN CA 95765
372-270-052-000	4079 PETER'S CT	ROCKLIN CA 95765
372-270-053-000	4077 PETER'S CT	ROCKLIN CA 95765
374-060-002-000	2312 CLUBHOUSE DR	ROCKLIN CA 95765
374-070-006-000	2336 CLUBHOUSE DR	ROCKLIN CA 95765
374-180-029-000	3928 WOODHOUSE CT	ROCKLIN CA 95765
374-200-003-000	2578 CLUBHOUSE DR W	ROCKLIN CA 95765
374-200-012-000	2596 CLUBHOUSE DR W	ROCKLIN CA 95765
374-270-014-000	3841 IRON WHEEL CT	ROCKLIN CA 95765
376-020-002-000	3704 STONE TEMPLE CT	ROCKLIN CA 95765
376-020-004-000	3708 STONE TEMPLE CT	ROCKLIN CA 95765
376-020-010-000	3713 STONE TEMPLE CT	ROCKLIN CA 95765
376-030-004-000	2382 CLUBHOUSE DR	ROCKLIN CA 95765
376-030-015-000	3750 CLUBHOUSE CT	ROCKLIN CA 95765
376-060-002-000	3820 WHITNEY OAKS DR	ROCKLIN CA 95765
453-110-001-000	5901 SECRET PRESERVE DR	ROCKLIN CA 95677
453-110-002-000	5911 SECRET PRESERVE DR	ROCKLIN CA 95677
453-110-003-000	5931 SECRET PRESERVE CT	ROCKLIN CA 95677
453-110-004-000	5921 SECRET PRESERVE CT	ROCKLIN CA 95677
453-110-005-000	5900 SECRET PRESERVE DR	ROCKLIN CA 95677
453-110-006-000	5910 SECRET PRESERVE DR	ROCKLIN CA 95677
453-110-007-000	4781 CROWNE POINT CT	ROCKLIN CA 95677
453-110-008-000	4771 CROWNE POINT CT	ROCKLIN CA 95677
453-110-009-000	4772 CROWNE POINT CT	ROCKLIN CA 95677
453-120-001-000	5752 GOLDEN POND DR	ROCKLIN CA 95677

EXHIBIT A

453-120-002-000	5750 GOLDEN POND DR	ROCKLIN CA 95677
453-120-003-000	5748 GOLDEN POND DR	ROCKLIN CA 95677
453-120-004-000	5746 GOLDEN POND DR	ROCKLIN CA 95677
453-120-005-000	5744 GOLDEN POND DR	ROCKLIN CA 95677
453-120-006-000	5742 GOLDEN POND DR	ROCKLIN CA 95677
453-120-007-000	5740 GOLDEN POND DR	ROCKLIN CA 95677
453-120-008-000	5738 GOLDEN POND DR	ROCKLIN CA 95677
453-120-009-000	5736 GOLDEN POND DR	ROCKLIN CA 95677
453-120-010-000	5732 SECRET CREEK DR	ROCKLIN CA 95677
453-120-011-000	5730 SECRET CREEK DR	ROCKLIN CA 95677
453-120-012-000	5728 SECRET CREEK DR	ROCKLIN CA 95677
453-120-013-000	5726 SECRET CREEK DR	ROCKLIN CA 95677
453-120-014-000	5724 SECRET CREEK DR	ROCKLIN CA 95677
453-120-015-000	5722 SECRET CREEK DR	ROCKLIN CA 95677
453-120-016-000	5720 SECRET CREEK DR	ROCKLIN CA 95677
453-120-017-000	5718 SECRET CREEK DR	ROCKLIN CA 95677
453-120-018-000	5716 SECRET CREEK DR	ROCKLIN CA 95677
453-120-019-000	5714 SECRET CREEK DR	ROCKLIN CA 95677
453-120-020-000	5712 SECRET CREEK DR	ROCKLIN CA 95677
453-120-021-000	5710 SECRET CREEK DR	ROCKLIN CA 95677
453-120-022-000	5709 SECRET CREEK DR	ROCKLIN CA 95677
453-120-023-000	5711 SECRET CREEK DR	ROCKLIN CA 95677
453-120-024-000	5713 SECRET CREEK DR	ROCKLIN CA 95677
453-120-025-000	5715 SECRET CREEK DR	ROCKLIN CA 95677
453-120-026-000	5717 SECRET CREEK DR	ROCKLIN CA 95677
453-120-027-000	5727 SECRET CREEK DR	ROCKLIN CA 95677
453-120-028-000	5729 SECRET CREEK DR	ROCKLIN CA 95677
453-120-029-000	5731 SECRET CREEK DR	ROCKLIN CA 95677
453-120-030-000	5741 GOLDEN POND DR	ROCKLIN CA 95677
453-120-031-000	5743 GOLDEN POND DR	ROCKLIN CA 95677
453-120-032-000	5745 GOLDEN POND DR	ROCKLIN CA 95677
453-120-033-000	5747 GOLDEN POND DR	ROCKLIN CA 95677
453-120-034-000	5749 GOLDEN POND DR	ROCKLIN CA 95677
453-120-035-000	5751 GOLDEN POND DR	ROCKLIN CA 95677
453-120-036-000	5753 GOLDEN POND DR	ROCKLIN CA 95677
453-120-037-000	5755 GOLDEN POND DR	ROCKLIN CA 95677
453-130-001-000	5812 LILY PAD CT	ROCKLIN CA 95677
453-130-002-000	5756 GOLDEN POND DR	ROCKLIN CA 95677
453-130-003-000	5754 GOLDEN POND DR	ROCKLIN CA 95677
453-130-004-000	5640 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-005-000	5638 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-006-000	5636 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-007-000	5634 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-008-000	5625 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-009-000	5627 LAKEPOINTE DR	ROCKLIN CA 95677
453-130-010-000	5811 LILY PAD CT	ROCKLIN CA 95677
453-130-011-000	5821 LILY PAD CT	ROCKLIN CA 95677
453-130-012-000	5831 LILY PAD CT	ROCKLIN CA 95677
453-130-013-000	5841 LILY PAD CT	ROCKLIN CA 95677
453-130-014-000	5851 LILY PAD CT	ROCKLIN CA 95677

EXHIBIT A

453-130-015-000	5861 LILY PAD CT	ROCKLIN CA 95677
453-130-016-000	5871 LILY PAD CT	ROCKLIN CA 95677
453-130-017-000	5881 LILY PAD CT	ROCKLIN CA 95677
453-130-018-000	5891 LILY PAD CT	ROCKLIN CA 95677
454-040-002-000	4016 CORNWALL CT	ROCKLIN CA 95677
454-040-007-000	4025 CORNWALL CT	ROCKLIN CA 95677
454-040-012-000	4013 CORNWALL CT	ROCKLIN CA 95677
489-410-001-000	1561 RAPID FALLS LN	ROCKLIN CA 95677
489-410-002-000	1557 RAPID FALLS LN	ROCKLIN CA 95677
489-410-003-000	1553 RAPID FALLS LN	ROCKLIN CA 95677
489-410-004-000	1549 RAPID FALLS LN	ROCKLIN CA 95677
489-410-005-000	1545 RAPID FALLS LN	ROCKLIN CA 95677
489-410-006-000	1541 RAPID FALLS LN	ROCKLIN CA 95677
489-410-007-000	1537 RAPID FALLS LN	ROCKLIN CA 95677
489-410-008-000	1533 RAPID FALLS LN	ROCKLIN CA 95677
489-410-009-000	1529 RAPID FALLS LN	ROCKLIN CA 95677
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489-410-014-000	1513 BISON PL	ROCKLIN CA 95677
489-410-015-000	1517 BISON PL	ROCKLIN CA 95677
489-410-016-000	1520 BISON PL	ROCKLIN CA 95677
489-410-017-000	1516 BISON PL	ROCKLIN CA 95677
489-410-018-000	1512 BISON PL	ROCKLIN CA 95677
489-410-019-000	805 BIG RANGE WY	ROCKLIN CA 95677
489-410-020-000	809 BIG RANGE WY	ROCKLIN CA 95677
489-410-021-000	813 BIG RANGE WY	ROCKLIN CA 95677
489-410-022-000	1548 RAPID FALLS LN	ROCKLIN CA 95677
489-410-023-000	1552 RAPID FALLS LN	ROCKLIN CA 95677
489-410-024-000	1481 WESTWIND WY	ROCKLIN CA 95677
489-410-025-000	1485 WESTWIND WY	ROCKLIN CA 95677
489-410-026-000	1489 WESTWIND WY	ROCKLIN CA 95677
489-410-027-000	801 BIG RANGE WY	ROCKLIN CA 95677
489-410-028-000	1501 WESTWIND WY	ROCKLIN CA 95677
489-410-029-000	1505 WESTWIND WY	ROCKLIN CA 95677
489-410-030-000	1509 WESTWIND WY	ROCKLIN CA 95677
489-410-031-000	1508 WESTWIND WY	ROCKLIN CA 95677
489-410-032-000	1504 WESTWIND WY	ROCKLIN CA 95677
489-410-033-000	1500 WESTWIND WY	ROCKLIN CA 95677
489-410-034-000	1496 WESTWIND WY	ROCKLIN CA 95677
489-410-035-000	1492 WESTWIND WY	ROCKLIN CA 95677
489-410-036-000	1488 WESTWIND WY	ROCKLIN CA 95677
489-410-037-000	1484 WESTWIND WY	ROCKLIN CA 95677
489-410-038-000	1480 WESTWIND WY	ROCKLIN CA 95677
489-410-039-000	1476 WESTWIND WY	ROCKLIN CA 95677
489-410-040-000	1472 WESTWIND WY	ROCKLIN CA 95677
489-410-041-000	1468 WESTWIND WY	ROCKLIN CA 95677
489-410-042-000	1464 WESTWIND WY	ROCKLIN CA 95677
489-410-043-000	1460 WESTWIND WY	ROCKLIN CA 95677

EXHIBIT A

489-410-044-000	960 WILDCAT BL	ROCKLIN CA 95677
491-040-001-000	1202 ASHERA ST	ROCKLIN CA 95765
491-040-002-000	1204 ASHERA ST	ROCKLIN CA 95765
491-040-003-000	1206 ASHERA ST	ROCKLIN CA 95765
491-040-004-000	1208 ASHERA ST	ROCKLIN CA 95765
491-040-005-000	1210 ASHERA ST	ROCKLIN CA 95765
491-040-006-000	1211 ASHERA ST	ROCKLIN CA 95765
491-040-007-000	1209 ASHERA ST	ROCKLIN CA 95765
491-040-008-000	1207 ASHERA ST	ROCKLIN CA 95765
491-040-009-000	1205 ASHERA ST	ROCKLIN CA 95765
491-040-010-000	1102 JAGUAR WY	ROCKLIN CA 95765
491-040-011-000	1100 JAGUAR WY	ROCKLIN CA 95765
491-040-012-000	1104 ASHERA ST	ROCKLIN CA 95765
491-040-013-000	1106 ASHERA ST	ROCKLIN CA 95765
491-040-014-000	1108 ASHERA ST	ROCKLIN CA 95765
491-040-015-000	1110 ASHERA ST	ROCKLIN CA 95765
491-040-016-000	1111 ASHERA ST	ROCKLIN CA 95765
491-040-017-000	1109 ASHERA ST	ROCKLIN CA 95765
491-040-018-000	1107 ASHERA ST	ROCKLIN CA 95765
491-040-019-000	1105 ASHERA ST	ROCKLIN CA 95765
491-040-020-000	1113 BENGAL LP	ROCKLIN CA 95765
491-040-021-000	1115 BENGAL LP	ROCKLIN CA 95765
491-040-022-000	1117 BENGAL LP	ROCKLIN CA 95765
491-040-023-000	1119 BENGAL LP	ROCKLIN CA 95765
491-040-024-000	1118 BENGAL LP	ROCKLIN CA 95765
491-040-025-000	1116 BENGAL LP	ROCKLIN CA 95765
491-040-026-000	1114 BENGAL LP	ROCKLIN CA 95765
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491-040-029-000	1123 BENGAL LP	ROCKLIN CA 95765
491-040-030-000	1125 BENGAL LP	ROCKLIN CA 95765
491-040-031-000	1127 BENGAL LP	ROCKLIN CA 95765
491-040-032-000	1126 BENGAL LP	ROCKLIN CA 95765
491-040-033-000	1124 BENGAL LP	ROCKLIN CA 95765
491-040-034-000	1122 BENGAL LP	ROCKLIN CA 95765
491-040-035-000	1120 BENGAL LP	ROCKLIN CA 95765
491-040-036-000	1129 BENGAL LP	ROCKLIN CA 95765
491-040-037-000	1131 BENGAL LP	ROCKLIN CA 95765
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491-040-039-000	1135 BENGAL LP	ROCKLIN CA 95765
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491-040-041-000	1132 BENGAL LP	ROCKLIN CA 95765
491-040-042-000	1130 BENGAL LP	ROCKLIN CA 95765
491-040-043-000	1128 BENGAL LP	ROCKLIN CA 95765
491-040-044-000	1161 BENGAL LP	ROCKLIN CA 95765
491-040-045-000	1163 BENGAL LP	ROCKLIN CA 95765
491-040-046-000	1165 BENGAL LP	ROCKLIN CA 95765
491-040-047-000	1167 BENGAL LP	ROCKLIN CA 95765
491-040-048-000	1166 BENGAL LP	ROCKLIN CA 95765
491-040-049-000	1164 BENGAL LP	ROCKLIN CA 95765

EXHIBIT A

491-040-050-000	1162 BENGAL LP	ROCKLIN CA 95765
491-040-051-000	1160 BENGAL LP	ROCKLIN CA 95765
491-040-052-000	1177 BENGAL LP	ROCKLIN CA 95765
491-040-053-000	1179 BENGAL LP	ROCKLIN CA 95765
491-040-054-000	1181 BENGAL LP	ROCKLIN CA 95765
491-040-055-000	1183 BENGAL LP	ROCKLIN CA 95765
491-040-056-000	1182 BENGAL LP	ROCKLIN CA 95765
491-040-057-000	1180 BENGAL LP	ROCKLIN CA 95765
491-040-058-000	1178 BENGAL LP	ROCKLIN CA 95765
491-040-059-000	1176 BENGAL LP	ROCKLIN CA 95765
491-040-060-000	1193 BENGAL LP	ROCKLIN CA 95765
491-040-061-000	1195 BENGAL LP	ROCKLIN CA 95765
491-040-062-000	1197 BENGAL LP	ROCKLIN CA 95765
491-040-063-000	1199 BENGAL LP	ROCKLIN CA 95765
491-040-064-000	1198 BENGAL LP	ROCKLIN CA 95765
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491-040-078-000	1156 BENGAL LP	ROCKLIN CA 95765
491-040-079-000	1158 BENGAL LP	ROCKLIN CA 95765
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491-040-081-000	1170 BENGAL LP	ROCKLIN CA 95765
491-040-082-000	1172 BENGAL LP	ROCKLIN CA 95765
491-040-083-000	1174 BENGAL LP	ROCKLIN CA 95765
491-040-084-000	1184 BENGAL LP	ROCKLIN CA 95765
491-040-085-000	1186 BENGAL LP	ROCKLIN CA 95765
491-040-086-000	1188 BENGAL LP	ROCKLIN CA 95765
491-040-087-000	1190 BENGAL LP	ROCKLIN CA 95765
491-040-088-000	1200 BENGAL LP	ROCKLIN CA 95765
497-080-053-000	2900 SONGBIRD WY	ROCKLIN CA 95765
497-090-001-000	3019 BLACKPOINT CT	ROCKLIN CA 95677
497-090-002-000	3023 BLACKPOINT CT	ROCKLIN CA 95677
497-090-003-000	3027 BLACKPOINT CT	ROCKLIN CA 95677
497-090-004-000	3030 SIDEWINDER LP	ROCKLIN CA 95677
497-090-005-000	3034 SIDEWINDER LP	ROCKLIN CA 95677
497-090-006-000	3038 SIDEWINDER LP	ROCKLIN CA 95677
497-090-007-000	3042 SIDEWINDER LP	ROCKLIN CA 95677
497-090-008-000	3046 SIDEWINDER LP	ROCKLIN CA 95677
497-090-009-000	3050 SIDEWINDER LP	ROCKLIN CA 95677
497-090-010-000	3054 SIDEWINDER LP	ROCKLIN CA 95677

EXHIBIT A

497-090-011-000	3058 SIDEWINDER LP	ROCKLIN CA 95677
497-090-012-000	3062 SIDEWINDER LP	ROCKLIN CA 95677
497-090-013-000	3066 SIDEWINDER LP	ROCKLIN CA 95677
497-090-014-000	3070 SIDEWINDER LP	ROCKLIN CA 95677
497-090-015-000	3074 SIDEWINDER LP	ROCKLIN CA 95677
497-090-016-000	3078 SIDEWINDER LP	ROCKLIN CA 95677
497-090-017-000	3082 PETTICOAT CT	ROCKLIN CA 95677
497-090-018-000	3086 PETTICOAT CT	ROCKLIN CA 95677
497-090-019-000	3090 PETTICOAT CT	ROCKLIN CA 95677
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497-090-021-000	3098 PETTICOAT CT	ROCKLIN CA 95677
497-090-022-000	3102 PETTICOAT CT	ROCKLIN CA 95677
497-090-023-000	3106 PETTICOAT CT	ROCKLIN CA 95677
497-090-024-000	3109 PETTICOAT CT	ROCKLIN CA 95677
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497-090-027-000	3097 PETTICOAT CT	ROCKLIN CA 95677
497-090-028-000	3093 PETTICOAT CT	ROCKLIN CA 95677
497-090-029-000	3089 PETTICOAT CT	ROCKLIN CA 95677
497-090-030-000	3085 PETTICOAT CT	ROCKLIN CA 95677
497-090-031-000	3081 PETTICOAT CT	ROCKLIN CA 95677
497-090-032-000	767 BANDERA DR	ROCKLIN CA 95677
497-090-033-000	3063 SIDEWINDER LP	ROCKLIN CA 95677
497-090-034-000	3059 SIDEWINDER LP	ROCKLIN CA 95677
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497-090-036-000	3051 SIDEWINDER LP	ROCKLIN CA 95677
497-090-037-000	751 BANDERA DR	ROCKLIN CA 95677
497-090-038-000	755 BANDERA DR	ROCKLIN CA 95677
497-090-039-000	759 BANDERA DR	ROCKLIN CA 95677
497-090-040-000	763 BANDERA DR	ROCKLIN CA 95677
497-090-041-000	3014 GALLOP CT	ROCKLIN CA 95677
497-090-042-000	3010 GALLOP CT	ROCKLIN CA 95677
497-090-043-000	3006 GALLOP CT	ROCKLIN CA 95677
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497-090-045-000	2998 GALLOP CT	ROCKLIN CA 95677
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497-090-051-000	2991 GALLOP CT	ROCKLIN CA 95677
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497-090-055-000	3007 GALLOP CT	ROCKLIN CA 95677
497-090-056-000	3011 GALLOP CT	ROCKLIN CA 95677
497-090-057-000	3015 GALLOP CT	ROCKLIN CA 95677
497-090-058-000	3026 BLACKPOINT CT	ROCKLIN CA 95677
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EXHIBIT A

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EXHIBIT A

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ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Approval of the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Benefit of Pacific Street Housing Associates Four, L.P.

Date: April 22, 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 Action:
Adopt a Resolution of the City Council of the City of Rocklin Approving a Plan of Finance including the Issuance of Revenue Bonds by the California Municipal Finance Authority to Finance and Refinance a Qualified Residential Rental Project for the Benefit of Pacific Street Housing Associates Four, L.P., and Certain Other Matters Relating Thereto.

Background:

California Municipal Financing Authority (CMFA)

State law provides the ability for cities and counties to join together under cooperative agreements to form joint powers authorities to issue tax-exempt and/or taxable debt obligations to fund projects that provide a municipal benefit and serve the needs of residents within the jurisdictions of the participating members. Federal law allows these obligations to be issued on a tax-exempt basis under certain circumstances. Cities and counties in California have the ability to act as issuers of conduit bonds and other obligations, but many jurisdictions utilize joint powers authorities such as CMFA, primarily for economies of scale and to access specialized transaction knowledge and resources.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA. The City of Rocklin became a member of CMFA on December 21, 2017 (per Resolution No. 2017-278).

Pacific Street Housing Associates Four, L.P (Borrower)

The Borrower will be Pacific Street Housing Associates Four, L.P., a California limited partnership, or another ownership entity created by CHW Pacific Street Four, LLC, a California limited liability company, its general partner (the "General Partner"), or by another affiliate of the Sponsor (such limited partnership or other ownership entity). On behalf of the Borrower, Community HousingWorks, a California nonprofit public benefit corporation (the "Sponsor"), has requested that CMFA undertake a proposed plan of finance that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $25,000,000 (the "Bonds").

The Bonds are to finance and refinance the acquisition, construction, development and equipping of a 50-unit qualified residential rental project (the "Project"). The Project is part of a 110-unit hybrid project to be owned and operated by the Borrower and located at the southwest corner of Pacific Street and Pine Street within the City of Rocklin, California (the "City").

The financing for the Project involves the issuance of tax-exempt bonds and may be completed through CMFA if the City approves the financing. The purpose of this TEFRA hearing is to receive public comment and request approval of the financing, as required by the Internal Revenue Code of 1986, as amended. Bond Counsel in this transaction, Jones Hall APLC, has coordinated with the City Clerk to properly notice this public hearing and has assisted in the preparation of the resolution (Attachment 1) for approval.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

The issuance of the revenue bonds as tax-exempt will reduce financing costs and debt service costs for the Borrower. In order to satisfy the requirements for the bonds to be issued as tax-exempt, an applicable elected representative which is also a member of CMFA is required to conduct the TEFRA hearing and approve the issuance of the tax- exempt bonds in accordance with Section147(f) of the Code. The City Council of the City of Rocklin constitutes an applicable elected representative under Section 147(f) of the Code.

The City Council is being asked to adopt a resolution that would approve the issuance of tax-exempt and taxable revenue bonds by the California Municipal Finance Authority (CMFA) in one or more series in a maximum aggregate principal amount of $25,000,000 (the "Bonds") to finance and refinance the acquisition, construction, development and equipping of a 50-unit qualified residential rental project, part of a 110-unit hybrid project to be owned and operated by the Borrower and located at the southwest corner of Pacific Street and Pine Street within the City of Rocklin, California.

With respect to the issuance of the Bonds, outside of holding the TEFRA public hearing and adopting the required resolution, no other participation or activity of the City or the City Council will be required.

Environmental Analysis:
The approval of the Revenue Bonds to finance and refinance the Project is not subject to compliance with the California Environmental Quality Act (California Public Resources Code, Section 21100, et seq.).

Fiscal Impact:
The City does not bear any responsibility for the tax-exempt status of the interest on the Revenue Bonds, the debt service on the Revenue Bonds or any other matter related to the Revenue Bonds.

ATTACHMENTS:
1. Resolution
2. TEFRA Hearing Public Notice

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO FINANCE AND REFINANCE A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF PACIFIC STREET HOUSING ASSOCIATES FOUR, L.P., AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Community HousingWorks, a California nonprofit public benefit corporation (the "Sponsor"), on behalf of Pacific Street Housing Associates Four, L.P., a California limited partnership, or another ownership entity created by CHW Pacific Street Four, LLC, a California limited liability company, its general partner (the "General Partner"), or by another affiliate of the Sponsor (such limited partnership or other ownership entity, the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a proposed plan of finance that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $25,000,000 (the "Bonds") to finance and refinance the acquisition, construction, development and equipping of a 50-unit qualified residential rental project (the "Project"), part of a 110-unit hybrid project to be owned and operated by the Borrower and located at the southwest corner of Pacific Street and Pine Street within the City of Rocklin, California (the "City"); and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City Council of the City of Rocklin, California (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the proposed plan of finance for the Project;

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the proposed plan of finance for the Project that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $25,000,000. It is the purpose and intent of the City Council that this resolution constitutes approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, development or equipping of the Project; or (iii) make any contribution or advance any funds whatsoever to the Authority.

Section 5. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 6. This resolution shall take effect immediately upon its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CERTIFICATE OF THE CITY CLERK

I, Avinta Singh, City Clerk of the City of Rocklin, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Rocklin duly and regularly held in Rocklin, California, on April 22, 2025, of which meeting all of the members of said Board had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the City of Rocklin hereto this 22nd day of April, 2025.

_____

Avinta Singh, City Clerk

121608

NOTICE OF PUBLIC HEARING
CITY OF ROCKLIN

NOTICE IS HEREBY GIVEN that at 6:00 p.m., or as soon thereafter as the matter may be heard, on TUESDAY, APRIL 22, 2025, at City of Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California, 95677, the City Council of the City of Rocklin (the "City Council") will conduct a public hearing (the "Public Hearing") as required by Section 147(f) of the Internal Revenue Code of 1986 with respect to a proposed plan of finance that includes the issuance and reissuance from time to time, by the California Municipal Finance Authority (the "Authority"), of one or more series of revenue bonds in an outstanding principal amount not to exceed $25,000,000 (the "Bonds"), to finance and refinance the acquisition, construction, development and equipping of the 50-unit qualified residential rental project, part of a 110-unit hybrid project located at the southwest corner of Pacific Street and Pine Street (the "Project") in the City of Rocklin, California (the "City"). The Project is to be owned and operated by Pacific Street Housing Associates Four, L.P., a California limited partnership, or by another ownership entity to be created by its general partner, CHW Pacific Street Four, LLC, a California limited liability company, or by another affiliate of such general partner's sole member, Community HousingWorks, a California nonprofit public benefit corporation (such limited partnership or other ownership entity, the "Borrower").

The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be limited obligations of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower. The Public Hearing is intended to comply with the public approval requirements of Section 147(f) of the Code.

Interested persons wishing to express their views on the proposed plan of finance or on the nature and location of the facilities proposed to be financed may attend the hearing or, prior to the hour of 5:00p.m. on Tuesday, April 22, 2025, submit written comments addressed to the City Clerk, 3970 Rocklin Road, Rocklin, California 95677, or by email to the City Clerk at CityClerk@rocklin.ca.

Court challenges to any public hearing items may be limited to only those issues which are raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at or prior to the public hearing. (Government Code Section 65009).

The location of the public meeting is fully accessible to mobility impaired individuals. In compliance with the Americans with Disabilities Act, the City of Rocklin encourages those with disabilities to participate fully in the public hearing process. If you have special needs, including, but not limited to, non-English speaking assistance, in order to allow you to attend or participate in this public hearing process, please contact our office at (916) 625-5560 well in advance of the public hearing or program you wish to attend so that we may make every reasonable effort to accommodate you.

At the time and place noted above, all persons interested in the above matters may appear and be heard.
Dated: April 11, 2025

PUBLISHED IN THE PLACER HERALD: APRIL 11, 2025

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Public Works Report and Operational Outlook

Date: April 22, 2025

Submitted By: Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Receive a Report from the Public Works Department About the Status of City Infrastructure and an Operational Outlook.

Background:
At the City Council Meeting, staff will provide a status report of City infrastructure and an operational outlook.