

CONTRACT FOR SERVICES

THIS CONTRACT is made on July, 14, 2020, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and PlaceWorks, Inc., a corporation registered to conduct business in the State of California,

PlaceWorks
3 MacArthur Place, Suite 1100
Santa Ana, Ca 92707
714 966 9220
jgastelum@placeworks.com

"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 Services, Exhibit A, the Schedule for 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 \$99,955**. 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 other 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:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;
- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) 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 both parties have fully performed their respective obligations under this agreement unless sooner terminated as provided herein.

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

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 7.

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 **sixty (60)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

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

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

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

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

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

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

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

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to

Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

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

13. ASSIGNABILITY

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

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

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

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner

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

17. INDEMNITY AND LITIGATION COSTS

Contractor shall protect, hold free and harmless, defend and indemnify the Agency, its Contractors, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including reasonable attorney's fees and expenses of litigation to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, its employees or anyone else employed by the Contractor in the performance of professional services under this agreement, to the extent of the Contractor's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional services, the Contractor shall protect, hold free and harmless, defend and indemnify the Agency, its Contractors, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Contractor in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions unrelated to the provision of professional services, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the Agency.

18. CONTRACTOR TO PROVIDE INSURANCE

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

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

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Contractor provides written verification it has no employees]**

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. **[Remove if not applicable]**

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

B. Other Insurance Provisions

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

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

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

3. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

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

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

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

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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, age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

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

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

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

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

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

City:

Copy to: City Attorney
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Email: LegalNotices@rocklin.ca.us

Contractor: PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
kkosel@placeworks.com

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

CITY OF ROCKLIN

By: _____
Steven Rudolph, City Manager

ATTEST:

By: _____
Hope Ithurburn, City Clerk

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

CONTRACTOR


By: _____
Title: President

By: 
Title: CFO

EXHIBIT A

Contractor Proposal/Scope of Work

A summary of the work program is presented in Table 1.

TABLE 1 WORK PROGRAM SUMMARY

TASK 1 Project Initiation, Assessment, and Management			
1.1	Project Management	1.3	Evaluation of 2013–2021 Housing Element
1.2	Project Kick-off Meeting	1.4	Document Review
TASK 2: Housing Element Preparation			
2.1	Needs Analysis	2.3	Housing Constraints
2.2	Housing Resources and Opportunities	2.4	Housing Goals, Policies, and Quantified Objectives
TASK 3: Community Outreach			
3.1	Consultations	3.2	Workshops and Public Hearings
TASK 4: Prepare and Finalize Housing Element			
4.1	Administrative Draft	4.3	Adopted Final Housing Element
4.2	Public Review Draft		
TASK 5: State Certification			
TASK 6: Safety Element Update			
6.1a	Safety Element Review and Revisions	6.3	Public Review Draft Safety Element
6.1b	Climate Change Vulnerability Assessment	6.4	Final Draft Safety Element
6.2	Safety Element Revision		
TASK 7: Environmental Review (Optional Task)			
Optional Task 7.1	Initial Study/Negative Declaration	Optional Task 7.2	Addendum

TASK 1 PROJECT INITIATION, ASSESSMENT, AND MANAGEMENT

Task 1.1 Project Management

PlaceWorks will provide ongoing project management, regular check-in calls, follow-up emails with staff, and monthly conference call team meetings with City staff. Some of the calls with staff will include budget and schedule reviews as needed to ensure that the project remains on schedule and within budget.

Task 1.1 Deliverable(s):

Attend up to eight progress and coordination conference call meetings with City staff until we have a draft Housing Element prepared

Agendas provided for calls/meetings with staff (electronic copies in PDF)

Task 1.2 Project Kick-off Meeting

PlaceWorks will prepare for a conference call kick-off meeting to exchange information and initiate work on the Housing Element update. During the project kick-off meeting, PlaceWorks will:

- Review the scope of work and schedule
- Discuss project communication and possible meetings with staff and/or other organizations
- Review Housing Element legal requirements, focusing on new state law requirements
- Discuss needed amendments to the Housing Element
- Provide a list of data needs

Task 1.2 Deliverable:

- Kick-off meeting agenda and data needs list (electronic copy in PDF)

Task 1.3 Evaluation of 2013–2021 Housing Element

PlaceWorks will work closely with City staff to determine the status, effectiveness, and appropriateness of the 2013–2021 Housing Element programs (completed in 2013). We will gather and document all available information regarding specific accomplishments. In addition to reviewing the 2013–2021 Housing Element for results achieved, we will evaluate the programs for compliance with state housing laws and identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

Task 1.3 Deliverable:

- Review of the housing programs will be a section in the Administrative Draft Housing Element

Task 1.4 Document Review

PlaceWorks will review documents relevant to the Housing Element update to gain an understanding of local conditions and needs. Documents will include, but are not limited to:

- 2013–2021 Housing Element (completed in 2013)
- All past communication with HCD, including any findings letters
- General Plan
- Housing Element Annual Progress Reports
- Zoning code
- Any other applicable programs and ordinances

Task 1.4 Deliverable:

- No deliverables are associated with this subtask.

TASK 2. HOUSING ELEMENT PREPARATION

Task 2.1 Needs Analysis

PlaceWorks will update the needs analysis pursuant to Government Code Section 65583 with data from SACOG's sixth-cycle data package, when available (which is not subject to further review by HCD), 2010 U.S. Census data,

American Community Survey, and other relevant sources. PlaceWorks will coordinate with staff to develop a current housing inventory and evaluate housing conditions using state-approved criteria. The updated needs analysis will include the following.

Population and Demographics: Population trends and projections, race and ethnicity, and population age.

Household Characteristics: Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).

Employment and Income: Employment by industry, occupation of employed residents, and income trends.

Housing Stock Characteristics: Housing types and conditions, overcrowded households, and vacancy rates.

Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.

Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, homelessness, farmworkers, large households, female-headed households.

Fair Housing Assessment (new requirement): An analysis of impediments to fair housing, pursuant to AB 686. *This is now required for all Housing Elements adopted after 2021.*

At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.

Opportunities for Energy Conservation: Pursuant to SB 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Task 2.2 *Housing Resources and Opportunities*

Sites Inventory and RHNA Analysis. PlaceWorks will use the current sites inventory and the results from the City's Ad Hoc Committee as a starting point and will work with the City to determine viable sites based on new state law requirements, requiring additional analysis for sites smaller than one-half acre, larger than 10 acres, and for underutilized non-vacant sites. We will also identify sites included in the past two housing element site inventories that per AB 1397 are now required to allow affordable housing by-right (20 percent) in order to continue to count these sites in the inventory.

We will prepare an analysis that clearly illustrates the City's capacity to accommodate the new RHNA. The sites inventory will identify appropriately zoned sites with necessary infrastructure and services. In keeping with state law, we will document the realistic capacity of each parcel and prepare a map showing all identified sites. PlaceWorks will compare the inventory of available land to the RHNA and draft the adequate sites analysis to clearly describe how the City will accommodate the needs of households at all income levels.

The City's previous RHNA was 3,813 total housing units with 1,769 units being designated for lower-income occupancy. The new RHNA allocation is 5,662 units, with 3,062 units designated for lower-income occupancy. This is a substantial increase for the City and we look forward to the results of the City's Ad Hoc Committee to designate new sites to meet this RHNA. We will work with City staff to determine which sites will be appropriate to meet any RHNA to ensure the City does not fall into a no-net-loss situation over the next eight years.

Financial and Programmatic Resources. PlaceWorks will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private-sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

Task 2.3 Housing Constraints

PlaceWorks will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include Measure M, any other land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law. We will plan to incorporate the results of the Residential Development Fee Survey organized by SACOG and anticipate that fee data from a number of other jurisdictions in the region will be provided to assist in a comparison that can be used for that portion of the assessment of governmental constraints.

Task 2.4 Housing Goals, Policies, and Quantified Objectives

PlaceWorks will work with City staff to update goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Consistency and compliance with the rest of the City General Plan elements and community goals
- Development controls and regulatory incentives
- Housing opportunities for all City residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair-share allocation
- Mitigating any governmental constraints to providing and improving housing

Task 2.4 Deliverable(s):

Updated needs assessment; constraints analysis; housing resources and opportunities; and housing goals, policies, programs, and quantified objectives to be incorporated into the administrative draft Housing Element.

TASK 3. COMMUNITY OUTREACH

Focused and meaningful community engagement is an important part of the Housing Element update process. Government Code Section 65583(c)(7) requires: “The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort.” PlaceWorks recommends a community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders.

Task 3.1 Consultations

We will review the outreach and engagement materials already undertaken through the recent AI process as well as additional surveys in support of the Consolidated Plan update prior to deciding which organizations we should conduct stakeholder consultations with. PlaceWorks will conduct stakeholder consultations with organizations representing different socioeconomic members of the community to identify housing needs. We will work with City staff to develop a list of 10 to 12 organizations and we will conduct a phone or email survey to discuss the issues and housing-related needs of their clients.

Task 3.1 Deliverables:

Five to six completed consultations to include in the draft Housing Element.

Task 3.2 Workshops and Public Hearings

PlaceWorks will attend and participate in four public meetings, workshops, and/or hearings held by the Planning Commission and the City Council. PlaceWorks will prepare or assist in the preparation of draft staff reports and workshop materials, including a flyer advertising the workshops and a PowerPoint presentation.

PlaceWorks can attend any four meetings determined during the kickoff meeting. We recommend the City facilitate the following meetings/hearings for the Housing Element:

A Planning Commission/City Council Study Session to discuss the new state laws and new RHNA requirements.
Four public hearings. Two hearings to present the Housing Element to Planning Commission and City Council prior to submitting the Housing Element to HCD and then one public hearing to the Planning Commission and City Council for adoption.

We will also integrate Safety Element issues into one or more of the above meetings. The Safety Element is required to be reviewed and approved by the Planning Commission and City Council at a minimum.

Task 3.2 Deliverable(s):

PlaceWorks will attend four meetings/hearings and provide flyers advertising the meetings and PowerPoint presentations.

TASK 4. PREPARE AND FINALIZE HOUSING ELEMENT

Task 4.1 Administrative Draft

PlaceWorks will incorporate the components described in Tasks 1 and 2 and the feedback received in Task 3 into a comprehensive, formatted Administrative Draft Housing Element. PlaceWorks will submit the Administrative Draft Housing Element to City staff for review as an electronic copy in Microsoft Word format. Any outstanding data from

the City will be included in the Administrative Draft Housing Element during City staff's review. We request that we receive one consolidated set of City comments on the administrative draft.

Task 4.1 Deliverable(s):

One electronic copy (in MS Word) of the Administrative Draft Housing Element.

Task 4.2 *Public Review Draft*

PlaceWorks will address staff comments on the administrative draft and prepare a public draft Housing Element. We will incorporate comments and revisions from staff's review of the administrative draft, as directed. PlaceWorks will then prepare and submit a Public Review Draft Housing Element to HCD and the general public for review and comment.

Task 4.2 Deliverable(s):

One electronic copy (in MS Word and PDF) of the Public Review Draft Housing Element; one hard copy will be submitted to HCD for their 60-day review.

Task 4.3 *Adopted Final Housing Element*

PlaceWorks will prepare a final Housing Element that incorporates any changes to the public draft from City staff, HCD, or public comments received.

Task 4.3 Deliverable(s):

One electronic copy (in MS Word and PDF) of the final draft; two hard copies (one clean version and one showing all changes made) will be submitted to HCD for their 90-day certification review.

TASK 5. STATE CERTIFICATION

PlaceWorks staff maintains strong working relationships with HCD reviewers, and because our office is near the HCD office, we can meet with HCD staff as needed. Our staff is very familiar with HCD's processes, staff, and what steps need to be taken to ensure Housing Element certification.

PlaceWorks will serve as the City's liaison to HCD, including:

Submittal of the draft Housing Element to HCD (60-day review).

Meetings and/or conference calls with HCD staff to discuss comments.

Incorporating HCD's requested revisions.

Submission of the final draft to HCD for review and approval (90-day review).

Task 5 Deliverables:

Two submittals to HCD, including cover letters and printed copies of the Housing Element with highlighted changes and additions

Emails and memorandums to address HCD questions and comments, as needed

Memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a strikethrough format for review and approval by City staff

TASK 6. SAFETY ELEMENT UPDATE

The Safety Element serves as Rocklin's comprehensive strategy to reduce both short-term and long-term potential for harm from various threats to community health and safety. We understand that protecting public health and safety

is not only about minimizing injury and direct harm to community members, but also reducing the risk of damage to buildings and important community infrastructure, fostering a resilient local economy and natural ecosystem that can better withstand changing conditions, and minimizing the potential for economic and social dislocation to keep Rocklin a strong and vibrant community.

We understand that Rocklin adopted its current Safety Element in 2012, with more recent updates to account for the Central Valley Flood Protection Act and the Placer County Local Hazard Mitigation Plan. Since that time, state laws have expanded the scope of what a safety element must address. Safety elements are now required to comprehensively address the short-term and long-term threats posed by climate change. Events in recent years have made it clear that historical threats to a community's health and safety are no longer an accurate guide to future conditions. Moving forward, safety elements must prepare communities for threats of a type and magnitude that may not have previously existed in the area. This includes addressing indirect harm brought about by these changing conditions, such as the potential harm from power shutoffs that are intended to reduce wildfire risk. Considering recent high-profile disasters, safety elements must now also include additional information related to evacuation routes.

PlaceWorks will prepare an updated Safety Element that meets all current state requirements, including those resulting from SB 379 and 1035 regarding climate change adaptation and resilience and SB 1241, SB 99, and others related to wildfire mapping, mitigation, and evacuation routes. We will support the climate change adaptation requirement through preparation of a vulnerability assessment that identifies the risk posed by climate change-related hazards to Rocklin and the potential for harm such hazards create for local populations and community assets, and through policies and implementation actions to improve community resilience to these hazards. The vulnerability assessment and climate adaptation will rely on the recently adopted Placer County Sustainability Plan, including the Placer County Climate Change Vulnerability Assessment, to ensure an efficient and consistent approach.

The following outlines our approach to addressing these state laws and the update of the General Plan Safety Element for Rocklin. PlaceWorks is currently working with Placer County and the nearby cities of Auburn and Lincoln to update their Safety Elements, and this approach is consistent with and leverages or integrates work from those efforts as applicable and appropriate.

Task 6.1a Safety Element Review and Evaluation

PlaceWorks will review the City's adopted Safety Element and identify the necessary updates to ensure the element complies with state law, as described in Section 65302(g) of the California Government Code. This review will assess whether existing Safety Element policies are effective and response to state regulations and if there are gaps to fill or changes to make to support conformance with state regulations. The crosswalk review will include more recent requirements established by SB 379 and SB 1035 related to climate change, SB 99 as it pertains to evacuation routes, and others as appropriate. Following this work, PlaceWorks will review other existing City and County efforts, such as the Rocklin Local Hazard Mitigation Plan, the Vulnerability Assessment prepared as part of the Placer County Sustainability Plan, and work as available from the ongoing updates to County Safety Element, the Local Hazard Mitigation Plan, and the Community Wildfire Protection Plan. We will also incorporate other sources as appropriate. This will allow us to identify other best practices and recent content that can be integrated into the Safety Element to help meet state requirements and ensure improved community safety. We will also leverage our familiarity with state efforts, such as the State Hazard Mitigation Plan and the California Adaptation Planning Guide, to support the Safety Element update, as appropriate.

PlaceWorks will summarize the results of our review and recommended changes in a crosswalk document. This will clearly list which revisions are needed to the Safety Element and why, what existing documents or other work can be

leveraged to support these revisions, and any additional resources that may be needed. We will recommend integration of existing technical studies and analyses, policies, or other content, as well as updates of existing information and preparation of new content.

Task 6.1a Deliverable(s):

- Crosswalk of existing Safety Element and plan review results and recommendations (electronic)
- Meeting with staff to review results (phone/video conference)

Task 6.1b is an addition to the scope that was outlined in the Request for Proposal (RFP) and as such appears in italic text.

Task 6.1b *Climate Change Vulnerability Assessment*

The PlaceWorks team will prepare a vulnerability assessment that meets the standards in the California Government Code. This assessment will look at the threat posed by climate-related hazards in Rocklin, such as flooding, extreme heat, and wildfire, and to what extent the threat from these hazards may change in the future. The climate vulnerability assessment will rely on the most accurate and up-to-date science using resources such as Cal-Adapt, the California Fourth Climate Assessment, and local studies and reports. It will identify the populations and assets in Rocklin that may be affected by these hazards, including populations (persons likely to be disproportionately harmed), buildings and infrastructure, economic drivers, community services, and ecosystems. We will prepare a list of all appropriate hazards, populations, and assets to be included in the climate vulnerability assessment.

In accordance with the 2020 California Adaptation Planning Guide, the vulnerability assessment will analyze how vulnerable populations and assets in Rocklin are for all relevant climate hazards. The vulnerability assessment will be based on a similar study prepared for Placer County as part of the Placer County Sustainability Plan for greater efficiency and consistency with County efforts, but will be tailored to reflect the specific hazards, populations, community assets, and other conditions in Rocklin.

The vulnerability assessment will be based on an extensive body of scientific research to determine how climate change may affect the populations and assets, including peer-reviewed scientific studies, publications from academic institutions and government organizations, and other credible state and national sources. Where appropriate, the PlaceWorks team will also rely on plans and reports from local government agencies.

Task 6.1b Deliverable(s):

- List of additional hazards and populations/assets (draft and final, electronic)*
- Vulnerability assessment summary memo w/scoring matrix (draft and final, electronic)*
- Meetings with staff to discuss list of hazards and populations and assets, preliminary scoring and staff comments, and final scoring (phone/video conference)*

Task 6.2 *Safety Element Revision*

Using the existing plan review crosswalk as a framework to ensure an efficient and streamlined approach, PlaceWorks will update specific sections of the Safety Element to meet state requirements and other recommendations, including to address the climate change-related risks identified by the vulnerability assessment. We will leverage existing work to update the background information in the Safety Element, ensuring that it covers the necessary and appropriate topics, and is accurate and consistent with the best and most recently available information. We will work with City staff to develop new draft policies that address these topics, as well as revisions to any existing policies as appropriate.

We will then incorporate these new and revised policies into an updated Safety Element document. We will use the existing Safety Element as a template to the extent possible.

We anticipate a focused update, emphasizing the updates needed to ensure compliance with recent changes to state law. However, we will take a comprehensive approach to policies that address the issues of concern and ensure resiliency for all populations and assets that are identified as susceptible to harm through the Rocklin Local Hazard Mitigation Plan (LHMP), Placer County Sustainability Plan, or other existing analysis. These topics may include improving resiliency of existing buildings and infrastructure systems, ensuring effective evacuations from hazard-prone areas, addressing high levels of social resiliency among disproportionately affected persons, and others. We will emphasize Safety Element policies that support a safe and resilient community through a “no regrets” approach that also provides short-term co-benefits, such as allowing for financial savings, conserving natural resources, and improving public health. We will look for opportunities to streamline the Safety Element update by creating policies that address multiple issues of concern and provide multiple benefits. We will also prepare measures that establish a foundation for long-term hazard mitigation and resiliency, helping to protect Rocklin against future hazardous conditions.

As part of the Safety Element, we will prepare updated mapping for the community. These maps will identify areas at increased risk of natural hazards (e.g., wildfire hazard zones or flood plains) and locations of potentially vulnerable populations and assets.

Task 6.2 Deliverable(s):

Administrative Draft Safety Element (electronic)

Task 6.3 *Public Review Draft Safety Element*

After receiving one set of consolidated City comments on the administrative draft Safety Element, the PlaceWorks team will prepare a public review draft Safety Element for wider distribution and comments. We will also distribute the Safety Element to CAL FIRE for review, along with their General Plan Safety Element Assessment Tool. We will work closely with CAL FIRE staff to address any issues or concerns with the Safety Element and ensure that the final language in the element is appropriate. We recommend that the CAL FIRE review period begin at least 90 days prior to the schedule for final adoption of the Safety Element. To the extent necessary and appropriate, we will also seek to coordinate with the California Office of Emergency Services, the Office of Planning and Research’s Integrated Climate Adaptation and Resiliency Program, and the Department of Conservation’s California Geological Survey.

Task 6.3 Deliverable(s):

- Safety Element (screencheck public review draft, public review draft, electronic)
- Meetings with staff to review draft adaptation and resilience strategies and other updates to Safety Element, staff comments and revisions (phone/video conference)
- Coordination with CAL FIRE (email correspondence and phone/video calls)
- Preparation of CAL FIRE’s General Plan Safety Element Assessment Tool (electronic)

Task 6.4 *Final Draft Safety Element*

Following receipt of comments from the public and CAL FIRE and direction from City staff on changes, PlaceWorks will prepare the Final Draft Safety Element for review and adoption by the Planning Commission and City Council. This adoption will occur simultaneously with the Housing Element at the same public hearings. Final changes will be incorporated to comply with applicable state statutes.

Task 6.4 Deliverable(s):

- Safety Element (final, electronic)
- Revisions in response to CAL FIRE comments (electronic, track changes)

TASK 7. ENVIRONMENTAL REVIEW

Task 7.1 Addendum

PlaceWorks prepares Housing and Safety Element updates throughout the state and has great success in using a CEQA Addendum to enable the agency to act on the update. Based on the information in the RFP, we suggest that an addendum to the General Plan EIR (State Clearinghouse Number 2008072115) be prepared pursuant to CEQA Guidelines Section 15164. Because the City will complete any land use changes needed to meet the RHNA as part of a separate process, we do not believe that the update of policies would trigger new significant impacts. The use of an addendum builds on the investment in the General Plan made by the City, and significantly shortens the time period for consideration of the project. Finally, provided that the City's decision to use an addendum for this project is supported with substantial evidence on the record, the decision enjoys the same protection as the General Plan EIR if challenged.

It is anticipated that PlaceWorks will provide an Administrative Draft Addendum following a format discussed during the kickoff meeting. Our default format for an addendum follows the findings in CEQA Guidelines Section 15162, however, this approach may be revisited following further definition of the project once activities related to the available sites list and proposed Housing Programs are better known. If it is determined that a formal IS and Neg Dec or Mitigated Neg Dec would be more appropriate, PlaceWorks will prepare a first Draft of the completed IS. Assuming that the Addendum is pursued, all impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft will be provided for review. The final draft of the addendum will be used to support the CEQA determination during the hearing(s) for the proposed project.

Task 7.2 SB 18 Tribal Consultation

While an addendum does not trigger the AB 52 requirements for tribal consultation, all General Plan Amendments must comply with SB 18. PlaceWorks will complete the NAHC online form requesting a tribal contact list. Using the addresses on the list from NAHC, PlaceWorks will draft letters (on City letterhead) to each of the tribes on the NAHC list inquiring whether they want consultation. Following the consultation meeting (or more typically a conference call), PlaceWorks will provide the written outcome of the process and a record for the project. Completion of the SB 18 process is needed prior to acting on the project.

Task 7.2 Deliverable (s):

- Administrative Draft and Public Draft Addendum, SB 18 Tribal Consultation Letters, Notice of Determination, Notice of Completion.*

Time to Complete: 30 days following HCD reviewed draft Housing Element.

EXHIBIT B
Schedule of Performance

PROJECT SCHEDULE

Task	Proposed Timeline
2020	
Project Kickoff Meeting	July
Evaluation of the 2013–2021 Housing Element	July – August
Housing Element and Safety Element Preparation	July – October
Consultations	July – August
Public Workshop with City Council	September
Prepare Administrative Draft Housing/Safety Element)	October (weeks 1 and 2)
City review Administrative Draft Housing/Safety Element (1-month)	October (weeks 3 and 4)
Prepare Public Draft Housing/Safety Element	Early to Mid-November
30-Day Public Draft Housing Element and Safety Element	Mid-November to Mid-December
2021	
Prepare Admin Draft Environmental document	December – January
Submit Draft to HCD (60-Day Review)	January –February
Public Review Period for Environmental Document	March – April
Conference Call with HCD to address any Questions or Issues; City Receives a “Conditional Compliance” Letter from HCD	Mid-February
Planning Commission Hearing - Recommendation for Adoption	April
City Council Adoption Hearing	May
Submit Final Adopted Housing Element to HCD – Review and Certification (Up to 90 Days)	June – August

EXHIBIT C

Schedule of Fees

City of Rockledge Housing Element & Safety Element Update

COST PROPOSAL

Hourly Rate	Jennifer Garfieldon Principal- Charge \$215	Cynthia Walsh Project Manager \$180	Shawn Campbell Associate Outreach \$165	Jodie Schwall Project Planner \$130	Larry Bolles Project Planner \$130	Tammy Swale P/C Safety Element \$215	EB Bryant P/M Safety Element \$170	Jeppenne Proffman Project Planner \$130	Evan Shepard Planner \$100	Mark Trempa CEQA Principal \$215	Mike Barber Project Planner \$115	GIS \$80	Graphics \$115	Tech. Support \$115	Word Processing/ clerical \$115	PlaceWorks Hours	PlaceWorks Total	
TASK 1. PROJECT INITIATION, ASSESSMENT, AND MANAGEMENT																		
1.1 Project Management (8 check-in calls)	4	0			0	0	0				2					3	33	\$5,436
1.2 Project Kick-off Meeting	1	0			0	0	2			1						0	11	\$1,980
1.3 Evaluation of 2013-2021 Housing Element	1	0			0	0	0									0	18	\$3,240
1.4 Document Review	1	0			0	0	0				3					3	12	\$2,124
Task 1 Subtotal	5	0	0	0	0	0	2	0	0	3	0	0	0	0	0	6	64	\$10,780
TASK 2. HOUSING ELEMENT PREPARATION																		
2.1 Needs Analysis		0	4	12	10												42	\$5,407
2.2 Housing Resources and Opportunities		0	4	0	16												40	\$5,200
2.3 Housing Constraints		10		12	15												37	\$4,835
2.4 Housing Goals, Policies, and Quantified Objectives	2	14		0	0												22	\$2,756
Task 2 Subtotal	2	14	4	12	15	0	0	0	0	0	0	0	0	0	0	4	140	\$18,198
TASK 3. COMMUNITY OUTREACH																		
3.1 Consultations		2			12												14	\$1,775
3.2 Workshops and Public Hearings	2	4		4	8	4	4	2									32	\$4,800
3.3 Planning Commission and City Council Hearings	0	4			0	4	4	2	2	0	4	4	4	4	4		40	\$7,720
Task 3 Subtotal	2	10	0	4	20	8	8	4	2	0	8	8	8	8	0	0	92	\$14,300
TASK 4. PREPARE AND FINALIZE HOUSING ELEMENT																		
4.1 Administrative Draft	4	0			12												50	\$6,620
4.2 Public Review Draft		0			0												22	\$2,820
4.3 Adopted Final Housing Element		0			0												10	\$1,300
Task 4 Subtotal	4	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	82	\$10,740
TASK 5. STATE CERTIFICATION																		
State Certification	2	12			0	0											30	\$4,230
Task 5 Subtotal	2	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	\$4,230
TASK 6. SAFETY ELEMENT UPDATE																		
6.1A Safety Element Review and Evaluation						4	2										14	\$1,877
6.1B Climate Change Vulnerability Assessment						0	10										24	\$3,226
6.2 Safety Element Revision						10	20	20	20		20	12	4	12	8		134	\$17,473
6.3 Public Review Draft Safety Element						0	0	12	8		20	4	2	4	2		54	\$7,044
6.4 Final Draft Safety Element						2	2	0	4		0						20	\$2,620
Task 6 Subtotal	0	0	0	0	0	16	34	50	32	0	60	16	8	18	10	0	250	\$33,170
Labor Hours Total	23	94	4	44	132	13	64	60	34	11	70	20	24	34	24	0	670	
EXPENSES																		
PlaceWorks Reimbursable Expenses																		
EXPENSES TOTAL																		0.00
LABOR DOLLARS TOTAL	4845	14500	1130	5280	15720	7665	8960	7200	3400	2365	8050	3000	2760	4140	2760			\$92,411
PlaceWorks Percent of Total Labor	3%	14%	1%	2%	20%	2%	9%	9%	5%	3%	10%	3%	4%	5%	4%			
TASK 7 ENVIRONMENTAL REVIEW																		
7.1 Addendum										4	40				3	3	48	\$6,036
7.2 SE SE Tribal Consultation										1	4				3	2	5	\$638
Task 7 Subtotal										5	44				6	5	53	\$6,674
GRAND TOTAL LABOR DOLLARS WITH EXPENSES																		\$99,111
TOTAL WITH ENVIRONMENTAL																		\$99,555

Note:
This cost estimate includes a 2% office expense markup.

- Task 7.1 Addendum**
- Modification of document
 - No hearings
 - Copies and expenses at cost plus 33 percent
 - Agency fees at filing fees
 - No technical studies (i.e. air, traffic, noise)
 - No road use investigation or zoning district changes

EXHIBIT __

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.

CONTRACTORS

By: _____
[Title]

EXHIBIT __

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor

employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.