

FACILITIES CONDITION ASSESSMENT

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE A COMPREHENSIVE FACILITIES CONDITION ASSESSMENT
OF 52 MUNICIPALLY-OWNED BUILDINGS AND STRUCTURES ACROSS 22
LOCATIONS



Issued on: Friday, September 12, 2025

Proposal responses due: Friday, October 10, 2025, 2:00 pm

City of Rocklin—Corporation Yard

Attention: Matt McClure, Public Works Manager

Matt.Mcclure@rocklin.ca.us

4081 Alvis Court, Rocklin, CA 95677

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REQUEST FOR PROPOSALS FOR THE CITY OF ROCKLIN
FACILITIES CONDITION ASSESSMENT

1 SECTION I – OVERVIEW OF PROCESS

1.1 BACKGROUND

The Public Works Department, invites proposals from qualified firms to conduct a thorough assessment of the City of Rocklin’s facilities current conditions.

1.2 CITY OVERVIEW

The City of Rocklin is an incorporated city with a population of more than 73,000 residents, located in Placer County off of Interstate 80, approximately 22 miles northeast of Sacramento, California. The City of Rocklin is a General Law city operating under the City Council/City Manager form of government.

1.3 PROJECT OVERVIEW

The purpose of this Facilities Condition Assessment (FCA) is to evaluate the physical condition of 52 municipally-owned buildings and structures across 22 locations. The FCA will provide a foundation for long-term capital planning, budgeting, and asset management to ensure safe, compliant, and cost-effective operations of government facilities that serve the community and support municipal services.

1.4 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

1.5 PURPOSE OF THE RFP

The City seeks a professional firm to provide a comprehensive assessment of its facilities. Each proposer is required to utilize their expertise to advise and make recommendations in their proposals, including any omission in these specifications which may adversely affect the requirements of the City.

1.6 RFP SCHEDULE

RFP Released by the City.....	9/12/2025
Deadline for Final Questions.....	9/26/2025
City Responses to Written Questions.....	10/03/2025
Proposal Submission Deadline.....	10/10/2025
Interviews as needed*.....	11/05/2025
Contract Negotiations*.....	11/12/2025
Council meeting to award contract*.....	1/27/2026

*Dates may be adjusted as necessary

1.7 SELECTION CRITERIA

The ideal firm will have extensive experience working with California government agencies and assessing public facilities. Greater detail about the selection process is in Section 3 of this RFP.

1.8 SCOPE OF SERVICES

The selected firm will conduct on-site facility inspections at all 22 City locations with 52 buildings/structures to report on the condition of interior and exterior building elements, major building systems, and site components; provide analysis and recommendations on the lifecycle and operational adequacy of specified building component and systems; provide a report of current and anticipated deficiencies and estimated cost for replacement and repairs; culminating in the preparation of an executive report with recommendations for the City to plan for safe and efficient building maintenance city-wide.

The selected firm will provide a thorough assessment of city-owned facilities conditions. This assessment will include a strategic plan for addressing short and long-term planning needs.

A full Scope of Services can be found in Section 5.

1.9 PROJECT SCHEDULE

The City desires a thorough but efficient project timeframe. Responses to this RFP should include a proposed comprehensive project schedule.

1.10 LETTER OF INTENT TO RESPOND

All interested firms are encouraged to submit a Letter of Intent to Respond. The deadline to submit the letter is September 17, 2025. Submitting a letter does not guarantee or replace the formal proposal process, nor does the failure to submit a letter prevent an interested firm in submitting a proposal.

All written questions received about the RFP will be distributed in writing to all firms that submitted a Letter of Intent to Respond. Letters can be sent via mail or email to: matt.mcclure@rocklin.ca.us.

1.11 QUESTIONS AND INQUIRIES

All questions and inquiries must be submitted via email to Matt McClure at matt.mcclure@rocklin.ca.us. The deadline to submit questions is September 26, 2025. One comprehensive response to all submitted questions will be distributed to all firms that submitted a Letter of Intent to Respond.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

2 SECTION II – SUBMITTAL REQUIREMENTS

2.1 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection.

Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing firm wishes to include that is not specifically requested should be included in an appendix to the proposal.

Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations, or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

The following items are required in the Proposal:

2.1.1 Cover Letter

The Cover Letter must include the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, and Email Address
- A statement that the submitting Firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

2.1.2 Proposer's Certification

The attached Proposer's Certification (Section 5.5) shall be executed by an official(s) legally authorized to bind the Firm which states that the proposal is valid for ninety (90) days. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

Proposals submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

Proposals submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.

Proposals submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

2.1.3 Proposal

SECTION A: Firm's Qualifications – Describe your experience and provide a statement of your firm's qualifications for performing the requested services. Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to these services,

including length of service with the firm and the qualifications/experience of any sub-contractor staff on your project team.

SECTION B: Experience and References – Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last seven (7) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, email addresses and telephone numbers. Include the contract amount, final cost, time to completion, and identify if the contract is active. Describe any other facets of the firm’s experience that are relevant to this proposal that warrants consideration.

SECTION C: Services Understanding – Based on the available information and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration. Also identify any unique approaches or strengths that your firm may have related to the services proposed. City staff will assess your understanding of all aspects of the services based on your narrative.

SECTION D: Project Timeline and Work Plan – Provide a timeline of project completion, including meetings, major milestones, and deliverable dates. Describe the firm’s process to provide the requested services. Include a description of the firm’s ability to meet the services requested in the Scope of Services Section 5. Provide a specific methodology that recommends and justifies the level of detail to be included in the proposal in response to the scope of services.

SECTION E: Required Statements/Documents – Include statements of assurance regarding the following requirements in the proposal:

- The absence of a conflict of interest. Firms submitting a proposal must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to the services to be provided under the agreement. Firm must disclose any real or apparent conflict of interest associated with this project or with working for the City of Rocklin. If a Firm has no conflicts of interest, a statement to that effect shall be included in the proposal.
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary.

SECTION F: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract, Section 4.1.

SECTION G: Competency of Proposers – The City wants to ensure that the successful firm has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or

resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

2.1.4 Cost Proposal

The cost proposal shall be submitted in a separate sealed envelope identified by the name of the firm and “Cost Proposal”.

Provide a comprehensive cost proposal and hourly rate schedule, including any applicable prevailing wage rates, broken down by tasks, for all proposed services to be provided to the City, set forth by the position/title of the person performing the services. Describe costs to provide any optional services, if any, and identify these optional services. Define any reimbursable expenses requested to be paid by the City.

The cost proposal will remain sealed. Only when a firm has been selected will that firm’s cost proposal be opened. The cost proposal will be used as a basis of negotiation for a professional services agreement with the highest ranked firm. The cost proposal may be used by the City to adjust its project budget prior to executing a professional services agreement. If an agreement is not completed with a firm, the next highest ranked firm will be given the opportunity to negotiate an agreement.

2.2 SUBMITTAL INSTRUCTIONS

Your submittal package shall include the following:

- One (1) electronic copy of your proposal, not including the cost proposal, in PDF format on flash drive or other electronic media
- One (1) cost proposal that shall be submitted in a separate sealed envelope identified by the name of the firm and “Cost Proposal”

Proposals shall be submitted no later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.

Proposals shall be submitted ONLY to:

City of Rocklin—Corp Yard

Attention: Matt McClure, Public Works Manager

4081 Alvis Court, Rocklin, CA 95677

Faxed and/or emailed proposals will not be accepted.

The City shall not be responsible for proposals delivered to a person or location other than that specified herein. Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions. The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity. All costs associated with proposal preparation shall be borne by the proposer.

3 SECTION III – EVALUATION OF RESPONSES

3.1 SELECTION PROCESS

Award of the RFP shall be made to the responsible proposer(s) whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in the RFP Section 3.2 Examination of Proposal Documents. Selection shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Price may be considered after making a determination based upon professional qualifications.

Proposals submitted will be reviewed by a selection committee. Firms that have submitted the best and most complete proposals may be invited to an interview. The number of firms that may be invited to an interview may vary depending upon the number of proposals submitted.

Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Communication Style, b) Experience/ Quality, and c) Ability to meet the City's required services.

A contract will be negotiated with the firm considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with one of the City's choices, negotiations may be terminated.

The selected firm will be required to execute a City prepared contract as provided in Section 4.1 Sample Contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City approval and the availability of funds. City approval refers to City Council action or approval by the City Manager, if the cost does not exceed the City Manager's authority. City staff may not legally bind the City to a contract.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals.

The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

A City of Rocklin business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

3.2 EXAMINATION OF PROPOSAL DOCUMENTS

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s):

Evaluation Criteria	Weight
Experience and qualifications of firm (per Section 2.1.3, A & B)	50%
Understanding of the Services Proposed – Proposed Services Plan (per Section 2.1.3, C & D)	35%
Completeness of proposal and any supporting documents	15%

Each candidate submitting a response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate's sole expense. In addition, each firm acknowledges and agrees that all documentation and/or materials submitted in response to this request shall remain the property of the City.

The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. The selection committee will make a recommendation to the approving authority.

4 SECTION IV – LIST OF ATTACHMENTS

4.1 SAMPLE CONTRACT

A. AGREEMENT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND _____.

This agreement is entered into between the City of Rocklin, through its Public Works Department (“City”) and _____ (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing a facilities condition assessment of City owned buildings and structures.

Section 1. RESPONSIBILITIES OF CONSULTANT

A. Pursuant to the terms and conditions of this agreement, Consultant shall _____.

Insert detailed scope of work here.

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

C. Consultant agrees and represents that it is qualified to properly provide the services set forth herein in a manner consistent with the generally accepted standards of Consultant’s profession. Consultant is duly licensed, qualified and experienced to perform the services set forth in this Agreement. Consultant represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession or provide any services under this Agreement. Consultant represents and warrants that Consultant 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 Consultant to practice its profession or provide such services. If Consultant is an out of state corporation, Consultant 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. Consultant shall perform

- B. Compensation under this agreement shall be reduced by applicable consultant revenues. The term “applicable consultant revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.
- C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Consultant, Consultant shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.
- D. Consultant shall pay when and as due, any and all taxes incurred as a result of Consultant’s compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Consultant agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant’s breach of this section.

Section 5. TERM OF AGREEMENT

- A. This agreement shall commence as of the last date it has been signed by both Parties and shall end [_____].

Section 6. TERMINATION OF AGREEMENT

- A. If Consultant materially fails to perform Consultant’s responsibilities under this agreement to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner Consultant’s responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then City shall have the right to terminate this agreement for cause effective immediately upon the City giving written notice thereof to Consultant. If termination for cause is given by City to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. City may terminate this agreement without cause on thirty (30) days written notice to Consultant.

- C. City may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. City's right to terminate this agreement may be exercised by the City Manager or the City Manager's Designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format acceptable to City.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and City Manager or the City Manager's designee, provided that the amendment is in substantially the same format as the City's standard format amendment.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. Contract Documents. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in

conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of City. The waiver by City of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT

- A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of City is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan nor shall Consultant be eligible for any other City benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

[If Consultant is an out-of-state independent contractor, add:]

- [B.] [City shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in

California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.]

Section 10. INDEMNIFICATION

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Consultant shall also, at Consultant's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. The indemnification provisions are independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection

with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. Minimum Scope and Limit of Insurance

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

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

3. **Workers’ Compensation** as required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Consultant has no employees, Consultant must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers’ compensation benefits. Consultant is aware of the provisions of the Labor Code, including section 3700, which require every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate and applicable to the Consultant’s profession and the services and work being performed, with limits of not 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 Consultant’s services under this Agreement.

B. Other Insurance Provisions

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

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

4. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days notice of cancellation due to non-payment. Further, in the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to City within 24 hours.

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

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

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

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

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

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

Further, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Rocklin, its elected officials, officers, employees, agents, or volunteers.

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

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

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect

City, Consultant shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Placer County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for City, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7, and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

- A. City, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or City. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after City makes final payment hereunder.

This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to City during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by City, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or City audit directly related to the provisions of this agreement. Consultant agrees to repay City the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that City may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.
- D. During performance of the agreement and for a period of three (3) years after completing all services, Consultant shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Consultant's costs for all services performed under this Agreement and records of Consultant's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

Section 15. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain, at its sole cost and expense, all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Placer, the City of Rocklin, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by City.

Section 16. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 17. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 18. NOTICES

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to City: Public Works
 City of Rocklin
 3970 Rocklin Road
 Rocklin, CA 95677

If to Consultant: [Insert full name of Consultant]
 [Consultant's mailing address]
 [Telephone and FAX and/or Email]

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the City as provided for in this agreement may be executed and/or exercised by the City Manager or their designee.

Section 19. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 20. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the City's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any City decision which may affect Consultant's financial interests. If required by the City's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 22. CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 [Labor Code § 1861]

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

CONSULTANT

By: _____
[Name, Title]

Section 23. POWER AND AUTHORITY TO ENTER INTO AGREEMENT

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

Section 24. OWNERSHIP OF WORK

To the extent Consultant's scope of services requires any of the following work or services, all research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the City and be delivered to the City upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. City may use Consultant's such work products for any purpose whatsoever. City acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the City's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the City without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 25. USE OF CITY PROPERTY

Consultant shall not use City premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 26. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile

signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[If the City has any other agreements currently in place with the Consultant, then add the following section:]

[Section 27. APPLICATION OF OTHER AGREEMENTS

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of City by the [Insert Name of Agreement] between the City of Rocklin and [Insert Name of contracting party], attached to this agreement as Exhibit ____ and incorporated by this reference.]

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, City and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager
City of Rocklin

Date: _____

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

By: _____
Matthew McOmber, City Attorney

CONSULTANT

By: _____
[Name, Title]
Tax I.D.#:

Date: _____

5 SECTION V – SCOPE OF SERVICES

5.1 OBJECTIVE

The purpose of this Facilities Condition Assessment (FCA) is to evaluate the physical condition of 52 municipally-owned buildings and structures across 22 locations (Exhibit A). The FCA will provide a foundation for long-term capital planning, budgeting, and asset management to ensure safe, compliant, and cost-effective operations of government facilities that serve the community and support municipal services. The consultant shall perform a comprehensive visual assessment of each facility, including:

5.1.1 Site and Facility Inspections

1. Conduct on-site inspections at all 22 locations, covering 52 buildings/structures (locations identified in Exhibit A).
2. Evaluate:
 - a. Exterior elements: walls, windows, doors, roofs, stairs, ramps, site utilities
 - b. Interior elements: finishes, doors, ceilings, flooring, space usage
 - c. Major building systems: HVAC, electrical, plumbing, fire/life safety
 - d. Site components: parking, drainage, hardscapes, landscaping, signage
 - e. Code and accessibility compliance (ADA and applicable local/state codes)

5.1.2 Systems Evaluation and Lifecycle Analysis

1. Assess the physical condition, estimated remaining life, and operational adequacy of:
 - a. Structural systems
 - b. Roofing systems
 - c. HVAC equipment and controls
 - d. Electrical and lighting systems
 - e. Plumbing and water systems
 - f. Fire/life safety and security systems
 - g. Building envelope (weatherproofing, insulation)
2. Identify deficiencies and anticipated lifecycle replacements

5.1.3 Documentation Review and Staff Consultation

1. Review any available drawings, maintenance logs, and prior assessments
2. Meet with facility and departmental staff to document known issues, service histories, and operational concerns

5.1.4 Deficiency Identification and Prioritization

1. Document deficiencies by category:
 - a. Immediate (Health/Safety or Critical Function)
 - b. Short-Term (0–2 years)
 - c. Mid-Term (3–5 years)
 - d. Long-Term (6–10 years)
2. Prioritize by risk, impact on operations, and potential cost avoidance

5.1.5 Cost Estimation

1. Provide opinion-of-probable-cost estimates for corrective actions, based on industry-standard pricing (e.g., RSMeans) or local cost benchmarks
2. Include assumptions for escalation and contingencies

5.1.6 Facility Condition Index (FCI)

1. Calculate the FCI for each building:
2. $FCI = \text{Cost of Deficiencies} \div \text{Current Replacement Value}$
3. Classify facility condition using standard benchmarks (e.g., Good: <0.05, Fair: 0.05–0.10, Poor: >0.10)

5.1.7 Reporting and Deliverables

1. Provide the following outputs:
 - a. Reports:
 - i. Executive Summary: portfolio-wide findings, major themes, and capital planning recommendations
 - ii. Individual Building Reports: narrative findings, system summaries, photos, and FCI data
 - b. Data Tools:
 - i. Summary table of all 52 buildings/structures with FCI, deficiencies, and cost totals
 - ii. Deficiency log in Excel or database format, filterable by location, system, priority, and year

5.2 DELIVERABLES

1. Draft FCA Report for internal review
2. Final FCA Report (PDF and editable format)
3. Excel/CSV data export of deficiencies and costs
4. Presentation of findings to City Management Team

5.3 EXCLUSIONS

1. Invasive or destructive testing
2. Design or engineering services
3. Environmental or hazardous materials assessments
4. Energy or seismic analysis (unless separately scoped)

5.4 SCHEDULE

The consultant shall complete the full assessment, including reporting, within seven (7) months of the Notice to Proceed. Interim check-ins will be scheduled to review progress and address emerging questions.

5.5 PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I hereby propose to furnish the services specified in the Request for Proposals (RFP). I agree that my proposal will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Rocklin (City) adequate time to evaluate the qualifications submitted.

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

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

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

_____ Sole Proprietorship _____ Corporation _____ State of Incorporation

_____ Partnership _____ Limited Liability Company

Exhibit A

Site Locations

City Hall 3970 Rocklin Road 1 Building	Historic City Hall 3980 Rocklin Road 1 Building	Quarry Park Amphitheater 4000 Rocklin Road 3 Buildings/Structures
Memorial Park Restroom Behind 3980 Rocklin Road 1 Building	Finnish Temperance Hall 4090 Rocklin Road 2 Buildings	Rocklin Police Station 4080 Rocklin Road 6 Buildings/Structures
Quarry Park Adventures 4005 Adventure Way 3 Buildings/Structures	Fire Station 23 4060 Rocklin Road 1 Building	Fire Station 24 3401 Crest Drive 1 Building
Fire Station 25 2001 Wildcat Blvd 1 Building	Corporation Yard 4081 Alvis Court 10 Buildings/Structures	Rocklin Event Center 2650 Sunset Blvd 4 Buildings
Rocklin Multimodal Station 3700 Rocklin Road 1 Building	Peter Hill Heritage Park 5251 Front Street 2 Buildings	Parks and Recreation Office 5460 5 th Street 1 Building
Community Center 5480 5 th Street 1 Building	Johnson Springview Park 5480 5th Street 5 Buildings	Twin Oaks Park 5500 Park Drive 2 Buildings
Kathy Lund Park 6101 West Oaks Blvd 2 Buildings	Margaret Azevedo Park 1900 Wildcat Blvd 1 Building	Whitney Community Park 1801 Whitney Ranch Pkwy 3 Buildings
Rocklin History Museum 3895 Rocklin Road 1 Building		