

NOTICE OF RFP  
CITY OF ROSEVILLE, CA

**FOR PROFESSIONAL SERVICES FOR ENGINEERING DESIGN SERVICES  
FOR THE 2015 ARTERIAL AMERICANS WITH DISABILITIES ACT (ADA)  
UPGRADES**

Proposal Due Date: September 12, 2014 @ 3:00PM

Request for Proposal (RFP) specifications may be retrieved by accessing the City of Roseville website, [www.PUBLICPURCHASE.COM](http://www.PUBLICPURCHASE.COM).



REQUEST FOR PROPOSALS

**FOR PROFESSIONAL SERVICES FOR ENGINEERING DESIGN SERVICES  
FOR THE 2015 ARTERIAL AMERICANS WITH DISABILITIES ACT ADA  
UPGRADES**

**DUE: September 12, 2014**

**3:00 PM**

Deliver to:

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678

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## **IMPORTANT!!!**

**The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.**

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

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**CITY OF ROSEVILLE**

**NOTICE FOR PROPOSALS**

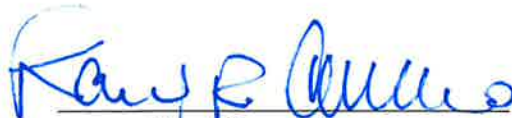
**PROFESSIONAL SERVICES  
FOR  
ENGINEERING DESIGN SERVICES  
FOR THE 2015 ARTERIAL AMERICANS WITH DISABILITIES ACT ADA UPGRADES**

**NOTICE IS HEREBY GIVEN** that proposals for **Professional Services For Engineering Design Services**

**For The 2015 Arterial Americans with Disabilities Act ADA Upgrades** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **September 12, 2014**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

8.14.14

\_\_\_\_\_  
Date



\_\_\_\_\_  
Raul Cervantes  
Senior Engineer

**PROFESSIONAL SERVICES FOR ENGINEERING DESIGN SERVICES  
FOR THE 2015 ARTERIAL AMERICANS WITH DISABILITIES ACT (ADA)  
UPGRADES**

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## 1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for Professional Services For Engineering Design Services for The 2015 Arterial Americans with Disabilities Act (ADA) Upgrades. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Consultant(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

### 1.1 BACKGROUND

The City’s Department of Public Works is requesting proposals for professional services for upgrading various curb ramps located on various City arterial streets. The project is being done this season to accommodate the 2015 Arterial Microsurfacing Project.

The United States Department of Justice (DOJ) and the Federal Highway Administration (FHWA) released a joint technical assistance guidance (Technical Assistance) in June 2013 clarifying ADA Title II requirements to provide curb ramps when streets, roads, or highways are altered through certain types of resurfacing treatments. The Technical Assistance provides clarification and addresses past inconsistency of interpretation by FHWA pertaining to a specific type of roadway treatment being considered maintenance (not requiring the installation or upgrade of curb ramps) or alteration (requiring the installation or upgrade of curb ramps) when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway.

Certain types of resurfacing treatments shall be considered an alteration that triggers the requirement to add curb ramps if it involves work on a street or roadway spanning from one intersection to another, and includes overlays of additional material to the road surface, with or without milling. Crosswalks constitute distinct elements of the right-of-way intended to facilitate pedestrian traffic. Regardless of whether there is curb-to-curb resurfacing of the street or roadway in general, resurfacing of a crosswalk also requires the provision of curb ramps at that crosswalk.

The microsurfacing is now classified as an alteration therefore; the ramps within the project area need to be updated.

Requested services include (but are not limited to) utility identification; topographic and boundary line survey; preparation of construction plans using the most current City’s Design and Construction Standards and 2006 Caltrans plans; and estimate.

Funding for the project consists of Gas Tax Fund Monies.

Right-of-Way services, inspection, environmental documentation, and construction contract administration are not part of this request for proposal.

## 1.2 OVERVIEW

The ramp upgrade locations are at various City streets as shown on Attachment C. The curb ramps outlined on Attachment C shall be designed to the City of Roseville Design and Construction Standards and ADA Transition Plans.

It is not anticipated that these improvements will require any acquisition of private property.

## 1.3 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.

Direct all inquiries regarding this RFP in writing to:

Email: [EngProjQues@roseville.ca.us](mailto:EngProjQues@roseville.ca.us)

The Deadline for questions regarding the RFP are five (5) working days prior to the RFP due date.

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

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.

All addenda for this RFP will be distributed to proposers who have registered on the City's Public Purchasing Site at:

<http://www.publicpurchase.com>

**It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of

proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

**2.0 TENTATIVE SCHEDULE**

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	August 14, 2014
Deadline for Final Questions.....	September 4, 2014
City Responses to Written Questions.....	September 9, 2014
Proposal Submission Deadline.....	September 12, 2014
Contract Negotiations.....	October 6, 2014
Contract Approval by City Council.....	November 5, 2014
Commencement of Services.....	November 6, 2014

**3.0 SCOPE OF SERVICES**

**A. Preliminary Engineering**

- Provide preliminary engineering level alignment for improvements to the described limits in the overview;
- Identify all public and private utilities that will be affected by construction of the project;
- Identify adjoining property owners and Right of Way lines;
- Identify pedestrian push buttons that need to be updated to accommodate ADA curb ramps;
- Determine limits necessary to raise utilities or utility relocation and identify party responsible for relocation costs;

**B. Engineering & Construction Document Preparation**

The consultant shall prepare construction documents, which shall include (but are not limited to) the following items:

- Perform design survey including preparation of a control diagram for construction purposes.



- a. The areas surveyed shall be tied to the California State Plan Coordinates NAD 83 Zone 2 US Survey Feet.
  
- b. Survey points needed at every cross-section:
  - Transition slope from asphalt concrete to LIP of gutter
  - Lip of Gutter
  - Flow line of Gutter
  - Start and end of curb ramp
  - Start and end of curb ramp landing
  - Back of Curb
  - Back of Sidewalk
  - Centerline of roadway
  - High point on crown of road
  - Edge of Pavement
  - Striping
  
- c. Miscellaneous survey points needed:
  - Storm Drain Inlets/ invert of pipe
  - Monuments
  - Utility Manholes/ invert of pipe and Boxes
  - Electrical Poles and Street Lights
  - Existing Striping and Street Signs
  - Tree locations and diameters
  - Contour lines (1' contours)
  - Right of Way Lines

- Building locations
  - Fence Locations
  - Use Existing BM2 and BM10
- Attend coordination meetings with City staff to assure that the project is proceeding satisfactorily. Assume three (3) meetings for bidding purposes.
  - Prepare project construction schedule.
  - Identify critical path elements of the project, which need to be completed to stay on schedule.
  - Submit design plans and cost estimates to the City for review and comment at the 65% stage and the 90% stage.
  - Prepare final plans and construction estimates for bidding purposes. The Final Plans and Estimate shall be completed by March 30, 2015. Original plan sheets shall become the property of the City after approval and acceptance by the Department of Public Works.
  - Provide competent personnel to answer questions, review submittals, attend meetings, and make project site visits during the bidding and construction phases of the project as requested by City staff. Assume three (3) meetings for bidding purposes.
  - Prepare as-built drawings in AutoCad.
  - All products produced as a result of this Request for Proposal and project will be the property of the City and shall not be copyrighted by the consultant team.

After approval of the construction documents by the City, the following electronic submittals shall be included with the final submittal in the following format:

- Plans –AutoCAD 2013
- Special Provisions – Latest version of MS Word
- Itemized Cost Estimate – Latest version of MS Excel
- Project Schedules – MS Project 2002

#### **4.0 ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

## 5.0 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 Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. The proposal shall not exceed fifteen (15) single-sided 12- font printed pages excluding cover sheet, table of contents, resumes, references, and index sheets. Resumes included with the proposal shall not exceed one (1) single-sided printed page per person listed in the table of organization. Use section dividers, tabbed in accordance with this section as specified below.

5.1 **Cover Letter** with 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, Fax Number, and E-mail Address
- A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).

5.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. 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 which are 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 which are 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 which are 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.

- 5.3 **TAB A: Project Understanding** - Provide a detailed discussion of the project including a description of the proposed work plan to complete the required for pre-engineering and final design services. Include a discussion of deliverables and project milestones. Describe key decision points and methods proposed to assist the City in selection of appropriate environmental documents. Consultants are encouraged to explain, in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary that may enhance the project or reduce its cost.
- 5.4 **TAB B: Statement of Qualifications**- Include descriptions example projects completed within the past five (5) years that are comparable in scope to the proposed project. Provide a narrative description to show familiarity with city procedure and standards, and Caltrans standards. Identify key staff, to be utilized on the including sub-consultants and their responsibilities in the example projects and how they will be utilized on the City’s proposed project.
- 5.5 **TAB C: Qualifications of Team** – Include a flowchart of the organization for the project showing the proposed principal-in-charge, project manager, and key project staff including sub-consultants that will be assigned to the project. Provide a narrative description of the qualifications and experience of each key person along with their proposed project responsibilities. A resume may be included for each person shown on the flowchart. List the names, addresses and telephone numbers of any anticipated sub-consultants.
- 5.6 **TAB D: Project Schedule**- Include a detailed schedule for the completion of the engineering services required for the contract. Provide a timeline outlining days required to complete each task as outlined in this RFP. Show critical path elements of the project and discuss any constraints to meeting the City’s desired timeline.

- 5.7 **TAB E: Work Plan** – Include a spreadsheet showing staff members and number.
- 5.8 **TAB F: Experience and References** – Provide a summary of your firm’s experience with the Roseville’s Design and Construction Standards in providing these or similar services. Provide a minimum of three (3) references from public agencies for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers.
- 5.9 **TAB H: Cost Proposal** – In a separate sealed envelope, include your firm’s fee for providing the requested services of this Request for Proposal and the other items that you feel should be included. Also include a breakdown which should show the classifications of the persons working on each task, their billing rate, the total hours projected that they will work on each task, their total charge as well as all other incidental charges that comprise the firm’s fee. The fee amount will not be considered in the selection of the consultant firm.
- 5.10 **TAB I: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
  - The absence of a conflict of interest (**Section 10.4**)
  - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (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 10.21**)
- Submit following documents with proposal:
- Executed copy of Proposer’s Certification (**Attachment A**)
- 5.11 **TAB J: 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 (**Attachment B**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.
- 5.12 **TAB K: Competency of Proposers** – The City wants to ensure that the successful Consultants 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, 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.

- 5.13 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
  - The absence of a conflict of interest (**Section 10.4**)
  - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (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 10.21**)

Submit following documents with proposal:

- Executed copy of Proposer’s Certification (**Attachment A**)

- 5.14 **TAB H: 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 (**Attachment B**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.

- 5.15 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Consultants 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, 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.

## 6.0 SUBMITTAL INSTRUCTIONS

- 6.1 Your submittal package shall include the following:

- **One (1) original and three (3) printed copies** of your proposal; and

- 6.2 Proposals shall be submitted not 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. **Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.**

6.3 Proposals shall be submitted ONLY to:

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678

6.4 Faxed and/or emailed proposals will not be accepted.

6.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

6.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

6.7 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.

6.8 All costs associated with proposal preparation shall be borne by the proposer.

## 7.0 EVALUATION CRITERIA

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

<b><u>Evaluation Criteria</u></b>	<b><u>Maximum Points Possible</u></b>
Project Understanding (per Sections 5.3)	30
Experience with Similar Projects (per Sections 5.4)	25
Quality of Personnel (per Sections 5.5)	15
Project Schedule and Work plan (per Section 5.6 – 5.7)	10
Experience and References (per Section 6.8)	20
<b>Total Possible Points:</b>	100

## 8.0 SELECTION PROCESS

- 8.1 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- 8.2 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.
- 8.3 A contract will be negotiated with the Consultant considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Consultant considered next best in meeting the City's needs for this particular project.
- 8.4 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 8.5 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 8.6 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 8.7 A City of Roseville 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.

## 9.0 GENERAL TERMS & CONDITIONS

- 9.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 9.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the



general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

- 9.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 9.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Consultants submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 9.5 **Undue Influence.** The Consultant shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 9.6 **Non-Collusion.** Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who

have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants or sub-contractors.

- 9.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Consultant's proposal. Alterations to the terms and conditions shall not be allowed.
- 9.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Consultant in preparing or submitting a proposal in response to this RFP.
- 9.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 9.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council via a published agenda.
- 9.11 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.
- 9.12 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 9.13 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 9.14 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

- 9.15 **If no proposal is accepted**, the City may elect to have the services performed in some other manner.
- 9.16 **Rejecting Team Members, Firms or Sub-consultants.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 9.17 **Local Business, Small Business, Minority and Women Owned Business.** The City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 9.18 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.
- 9.19 Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Consultant prior to the expiration of that ninety (90) day period.
- 9.20 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 9.21 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site [www.publicpurchase.com](http://www.publicpurchase.com). Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 9.22 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked

“confidential.” The City Attorney’s Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the “confidential” portion of the proposal.

- 9.23 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 9.24 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.
- 9.25 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment B**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 9.26 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City’s contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Consultant sign a statement affirming its compliance with this policy.
- 9.27 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

9.28 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

**ATTACHMENT A**  
**PROPOSER'S CERTIFICATION**

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("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

**ATTACHMENT B**  
**SAMPLE CONTRACT**

**PROFESSIONAL SERVICES AGREEMENT**

Project: \_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the City of Roseville, a municipal corporation ("CITY"), and \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ ("CONSULTANT"); and

**W I T N E S S E T H:**

WHEREAS, CITY desires professional services consisting of \_\_\_\_\_  
\_\_\_\_\_; and

WHEREAS, CONSULTANT has prepared a proposal dated \_\_\_\_\_,  
which describes the scope of work to be performed by CONSULTANT, the budget for the work,  
and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional  
services related to \_\_\_\_\_;

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation



shall not exceed \_\_\_\_\_ dollars  
(\$\_\_\_\_\_).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence  
\$2,000,000 aggregate  
Personal Injury:  
\$1,000,000 each occurrence  
\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the

Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

<u>CITY OF ROSEVILLE</u>	<u>CONSULTANT</u>
_____	_____
_____	_____
_____	_____
_____	_____

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

\_\_\_\_\_, a  
\_\_\_\_\_

BY: \_\_\_\_\_  
RAY KERRIDGE  
City Manager

BY: \_\_\_\_\_  
its: \_\_\_\_\_

and

ATTEST:

BY: \_\_\_\_\_  
its: \_\_\_\_\_

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
BRITA J. BAYLESS  
City Attorney

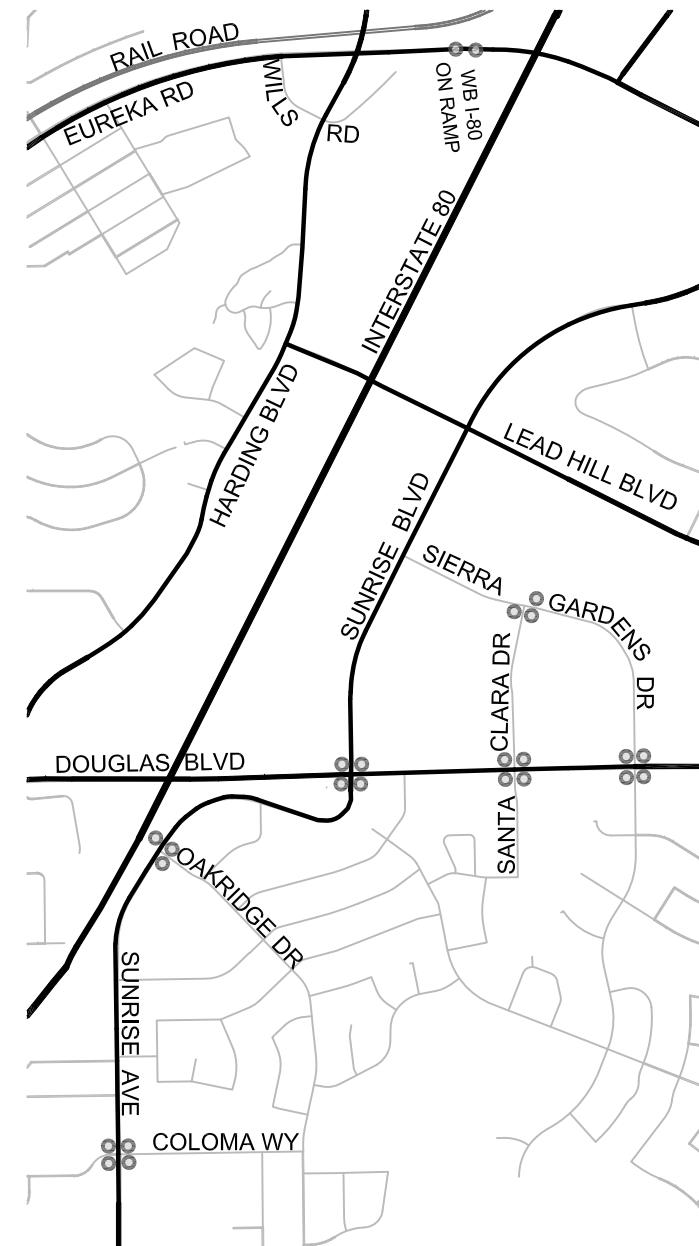
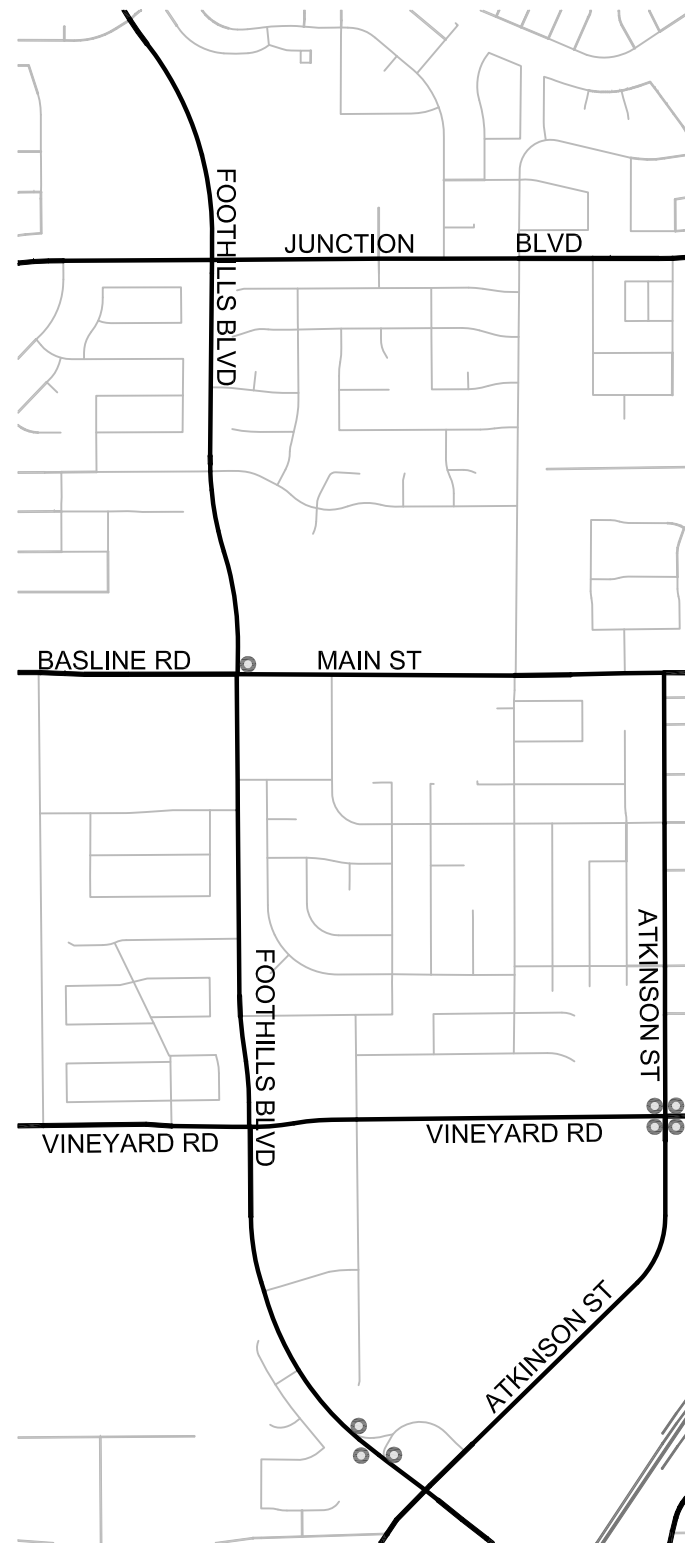
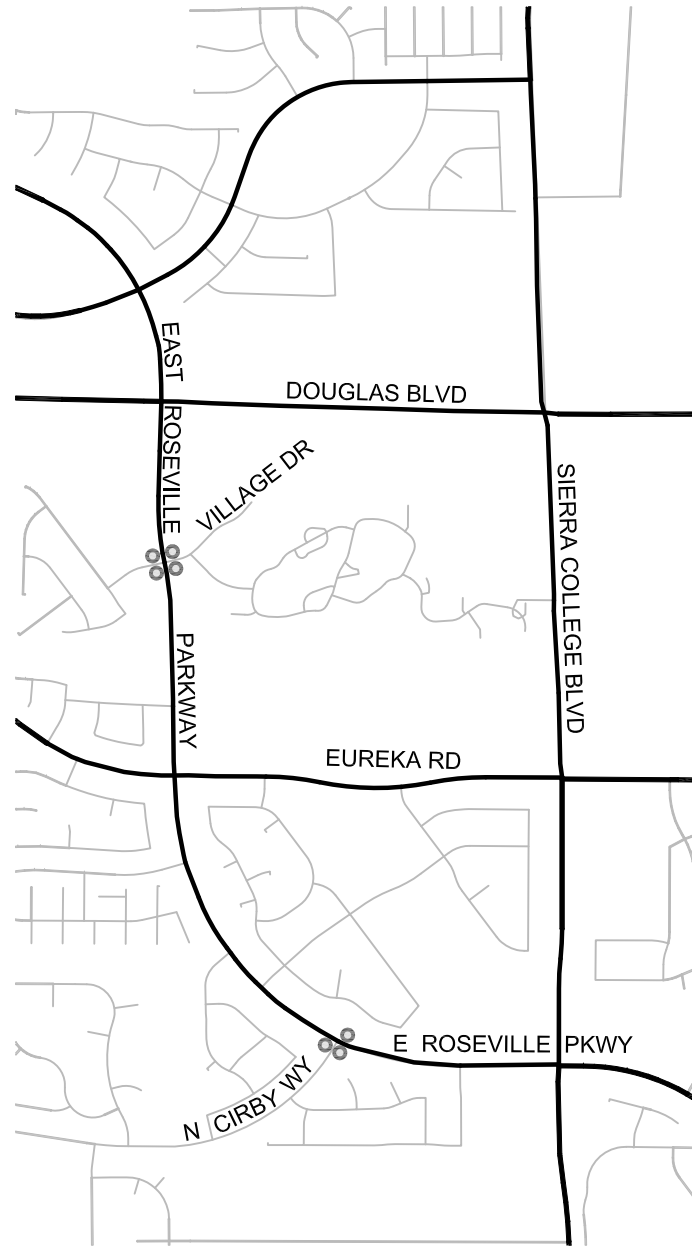
APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_



ATTACHMENT C

EXHIBIT 1  
ATTACHMENT "C"  
PROJECT LOCATION



## **ADDITIONAL ATTACHMENTS**



HUMAN RESOURCES/RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

**Required Coverage:**

- General Liability: \$1,000,000 per occurrence  
\$2,000,000 aggregate  
Personal Injury:  
\$1,000,000 per occurrence  
\$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combine single limit
- Workers' Compensation: Statutory
- Professional Liability (E&O) \$1,000,000 per claim  
\$2,000,000 aggregate

- \*Policies must be primary and non-contributory
- \*Policies must contain a waiver of subrogation
- \*A 10 day notice of cancellation must be provided
- \*The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- \*All Self Insured Retentions must be listed on the certificate

**Required Documentation:**

- A certificate(s) of insurance listing the required coverage and naming the City of Roseville as Certificate Holder. The Certificate should be addressed to:

City of Roseville  
Attn: Risk Management  
311 Vernon St., Roseville, CA 95678

- Additional Insured Endorsement- General Liability policy: CG 20 10 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Waiver of Subrogation Endorsement
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or equivalent

**\*NOTE: statements on the certificate of insurance in lieu of the documentation required above will not be accepted.**

Questions concerning any of the above should be directed to the Risk Management Division:

Phone: 916-774-5202/fax 916-774-5461 or email: riskmanagement@roseville.ca.us

**SEALED PROPOSAL**



**IMPORTANT  
NOTICE TO  
PROPOSER**

- The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
  2. This label on the **LOWER** left corner.

RFP NAME \_\_\_\_\_

PROPOSAL DUE DATE \_\_\_\_\_

PROPOSAL DUE TIME \_\_\_\_\_

\_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

PROPOSAL FOR \_\_\_\_\_

\_\_\_\_\_

**TIME SENSITIVE. DELIVER TO  
CITY CLERK IMMEDIATELY.**