



City of Rocklin

Request for Qualifications City Engineer and Professional Engineering Services

Date issued: May 8, 15, 2020
Statements due date: May 29, 2020

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Request for Qualifications

City Engineer and Professional Engineering Services

I. INTRODUCTION

The City of Rocklin is seeking a qualified firm to serve in the capacity of City Engineer as provided in the Rocklin Municipal Code (RMC) and provide ongoing professional engineering services. The selected firm should be able to provide a variety of other engineering support services (ie. computer aided design and drafting, project management, cost estimating, surveying, etc.) as may be necessary or deemed of value by the City in fulfilling City Engineer requirements.

Overview of Rocklin

The people who live and work in the City of Rocklin are the heart of the community and have built a special place for residents and visitors. Rocklin has a mixture of first-class business, retail, and recreational opportunities often offered by larger cities, but also combines those amenities with neighborhoods that maintain their sense of community and small-town values.

Rocklin was recently named the best place in Placer County to raise a family by Niche.com and the reputation is well earned. Rocklin schools are consistently listed with the best in the Sacramento region. Low crime rates and top-notch public safety departments have also placed Rocklin in the top 20 safest cities in California. It is also great for residents and visitors that a park is located less than half a mile from almost every door in the city.

Rocklin's historic Quarry District specifically is experiencing a transformation. Public and private development is creating a downtown environment that supports vibrant entertainment, commercial activity, and residential options. Quarry Park Adventures is at the center of this revitalization, offering adventurous, wholesome recreation in what was once Rocklin's largest rock quarry.

Educational institutions make up three of the top 10 major employers in the City, with Sierra College and the Rocklin Unified School District at the top of the list and William Jessup University at no. 18. Real estate and construction are the two other largest employment sectors in Rocklin, tied to the boom in growth the city has seen in population over the last 15 years. For two years in a row, Rocklin has been included in the top five fastest growing cities in the state based on annual percentage population growth.

Overview of the City Organization

The vision statement for the City of Rocklin is to become a City that provides its citizens with exceptional quality of life, while maintaining its small town sense of community.

The City of Rocklin was incorporated in 1893 and is located in Placer County. The City encompasses 19.87 square miles and has a population of approximately 70,000 residents. Rocklin operates under a Council-Manager Form of Government. The City organizational chart displays the relationships between units of

the City government, and day-to-day operations are handled by the City departments. The City contracts with other agencies to provide for water services, sewer treatment services, and garbage services. The firm will coordinate with both City departments and other agencies as necessary.

The FY 2019-2020 Operating Budget is \$72,714,500 and the FY 2019-2020 Capital Expenditure Budget totaled \$12,944,500.

II. SCOPE OF SERVICES AND CONTRACT TERM

The selected firm shall provide the City with City Engineer and professional engineering services, which shall include, but not be limited to:

- Consulting with and advising City staff on CIP project delivery through project management, planning, design and construction.
- Meeting with City staff, developers, inspectors, and other design professionals to discuss proposed development projects; reviewing of maps, design drawings, surveys, specifications, and reports.
- Attendance at City Council and Planning Commission meetings (upon request).
- City Engineer responsibilities as identified in the RMC including work in such areas as flood zones, grading permits, and traffic control.

The selected firm shall supervise the provision of services and will direct and control the work of its staff assigned to provide City Engineer and professional engineering services for the City. The selected firm will set the work hours, work schedules, and compensation for its staff assigned to provide services to the City. The City will provide an office space, supplies and information necessary for the selected firm to complete the services. The selected firm is not prohibited from bidding on other work for the City provided the work is competitively bid, the selected firm does not participate in the City's decision with respect to services solicited or provided, City Engineer review of the work is not required, and the provision of services does not otherwise create a conflict of interest.

The contract term for City Engineer and professional engineer services is anticipated to be a one-year period beginning July 15, 2020 and concluding on June 30, 2021, with the option to renew up to two (2) additional one-year periods; the total term of the contract shall not exceed three (3) years.

III. TENTATIVE SCHEDULE

- RFQ Issued: Friday, May 8, 15, 2020
- Proposals Due: Friday, May 29, 2020 by 5:00pm to marc.mondell@rocklin.ca.us
- Firm Interviews and Selection: June 15, 2020
- Notice to Proceed: July 15, 2020

The City reserves the right to modify this tentative schedule at any time.

IV. SUBMISSION PROCEDURES AND REQUIREMENTS

Proposals are due via email (preferred), mail or hand delivery by May 29, 2020. If submitting hard copies, please provide four sets. Proposals should be sent to Marc Mondell at marc.mondell@rocklin.ca.us or 3970 Rocklin Rd, Rocklin, CA 95677.

Firms submitting proposals are expected to supply adequate information that demonstrates firm's ability to meet all the requirements as outlined in this document. This may be demonstrated through actual or example documentation and /or narratives, timelines or other materials that will provide the City with a thorough understanding of your firm's qualifications.

1. Company Profile

Proposals should provide a complete and concise description of the firm's ability to meet the requirements of the RFQ. The profile should also include the firm's main address and contact person information, a description of the organization (corporation, partnership, etc.), and disclose any conflict of interest.

2. Proposal Narrative

Proposal should indicate the experience of the firm's personnel who will be assigned to this contract in the areas of land development, planning, infrastructure, and capital improvement projects. Explain the firms experience with state and federal programs and related rules and regulations. Provide a copy of the firm's license, affiliations and association number. Include a statement of being properly insured against fraud, errors, and omissions.

List similar assignments and projects completed for other municipalities over the past five years including the name of the project, location, description, project cost, status of completion, and name of contact with telephone number.

Demonstrate knowledge of the City of Rocklin and the engineering challenges faced by the City in today's current political and economic climate.

3. Key Personnel

Provide a list with biographical statements of the key individuals who will be assigned to provide services to the City. Provide information on each individual's role and responsibility within the organization and the type of work to be performed along with professional licenses and certifications.

4. References

Proposal should provide at least three references, within the past five years, of clients for whom services have been performed that are comparable in quality and scope to that specified within this RFQ. The references shall include names, addresses, and telephone numbers for whom the prior work was performed, and include an explanation of the services provided to these clients.

5. Cost Proposals

Include in a separate envelope a summary of estimated costs and fees based on the tasks noted in the scope. Provide sufficient detail that would allow staff to understand cost impacts if modifications to tasks are necessary. A listing of key personnel and fully loaded hourly rates should also be included. Optional services recommended by the firm may be included, but should be priced separately.

6. Availability

Provide a statement of time commitment by the firm to this project, which supports the firm’s ability to complete the services on schedule and on budget.

V. CONTACT WITH CITY

Any questions are to be directed to the project manager, Marc Mondell, at marc.mondell@rocklin.ca.us or (916) 625-5176.

VI. SELECTION PROCESS

Based upon information provided during this process, a selection committee appointed by the City Manager will review materials submitted and choose the firm most qualified to meet City needs.

- Step 1: Receive Statements of Qualifications
- Step 2: Selection Committee evaluates and scores each SOQ
- Step 3: Selection Committee determines qualified firm
- Step 4: City negotiates agreement with selected firm

The qualifications submittal will be evaluated with respect to quality, depth and breadth of the following:

Minimum Qualifications Criteria
Overall quality of response
Understanding of the work to be done
Company qualifications, experience and references
Qualifications of the individual(s) within the firm directly responsible for the work
Ability of firm to complete the services in a timely manner

VII. CITY'S RIGHTS, OPTIONS, AND POLICIES

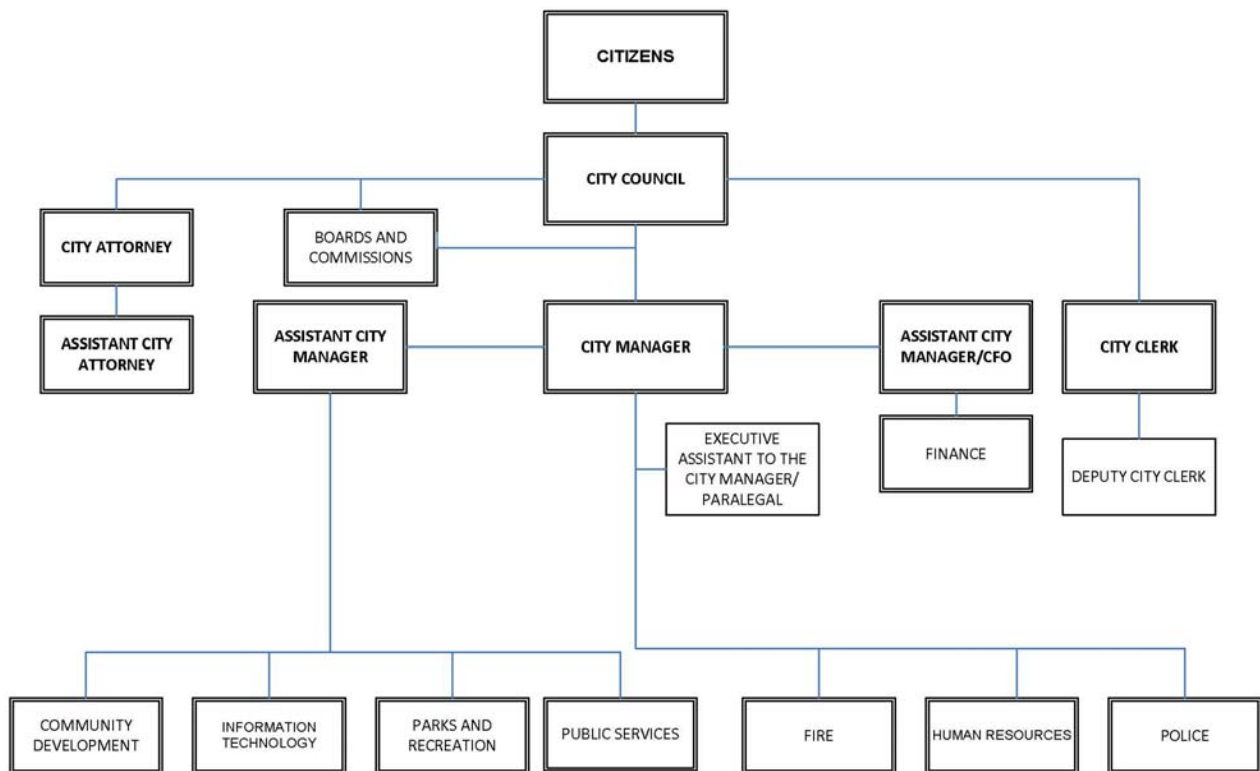
The City of Rocklin reserves the right to award the contract generated from this RFQ to the respondent presenting a proposal that best meets the specifications as listed, and represents the most beneficial partnership as determined by the City. Although financial considerations are an important component of the selection process, the award will also be based on a combination of factors including the respondent's qualifications and criteria as noted above. The City reserves the right to waive any minor deviation in proposal responses received and reserves the right to modify any requirements, terms or conditions as outlined in this RFQ when such modification is in the best interest of the City.

APPENDIX A

CITY ORGANIZATIONAL STRUCTURE FY 19-20



CITY OF ROCKLIN Organizational Chart – FY 2019-20



7/6/19

APPENDIX B

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT FOR SERVICES

THIS CONTRACT is made on June __, 2020, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and

[INSERT LEGAL NAME AND ADDRESS OF CONTRACTOR]
[PRIMARY CONTACT NAME AND TITLE]
[PHONE NUMBER]
[EMAIL ADDRESS]

"Contractor" who mutually agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, but in no event shall the total compensation exceed the **total sum of _____ Dollars (\$_____)**. The payments specified in Exhibit A shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

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

C. Contractor shall submit all invoices for services to City in the manner specified herein. Contractor's fees shall be as specified in the Scope of Services, Exhibit A. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) Contractor's invoice number;
- (3) Date of invoice issuance;
- (4) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (5) Amount of invoice, itemizing all authorized reimbursable expenses; and

(6) Total billed to date under agreement.

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

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

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

3. FACILITIES AND EQUIPMENT

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

4. TERM OF CONTRACT

A. This agreement shall become effective on July 15, 2020, and shall continue through June 30, 2021, unless sooner terminated or extended as provided herein. Thereafter, this Contract may be extended on the same terms for up to two additional one year terms upon written amendment executed by both parties.

B. The services of Contractor are to commence on July 15, 2020, and shall be undertaken and completed in accordance with the Scope of Services attached hereto and incorporated herein by this reference as **Exhibit A**.

5. SUSPENSION/TERMINATION:

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

B. This Contract may be terminated by either party, provided that the other party is given not less than **sixty (60)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

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

10. COMPLIANCE WITH ALL LAWS:

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

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

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the

performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

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

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

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

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

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

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on

Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

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

15. MATERIALS CONFIDENTIAL

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

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

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

17. INDEMNITY AND LITIGATION COSTS

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

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Contractor shall protect, hold free and harmless, but shall not defend and indemnify the Agency, its Contractors, and each of their officers,

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

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

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

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

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

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

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

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

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

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

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

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

coverage for a minimum of five (5) years after completion of contract work.

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

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

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

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

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

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

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

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

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

City: Steven Rudolph, City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Copy to: City Attorney
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Email: LegalNotices@rocklin.ca.us

Contractor: [INSERT CONTRACTOR INFO]

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

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

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

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

CONTRACTOR

By: _____
Printed Name:
Title:

By: _____
Printed Name:

CITY OF ROCKLIN

By: _____
Steven Rudolph, City Manager

Contract for Services
City Engineer Services
2020

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

ATTEST:

By: _____
Hope Ithurnburn, City Clerk

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Contractor shall provide City with City Engineer services (“City Engineer Services”), which shall include, but not be limited to:

- Consulting with and advising City staff on CIP project delivery through project management, planning, design and construction.
- Meeting with City staff, developers, inspectors, and other design professionals to discuss proposed development projects; reviewing of maps, design drawings, specifications, and reports.
- Attendance at City Council and Planning Commission meetings (upon request).
- Responsibilities as identified in the Rocklin Municipal Code (RMC) including work in such areas as flood zones, grading permits, and traffic control.

Contractor shall assign a Project Manager to supervise the provision of services under this contract.

Contractor will direct and control the work of its staff assigned to provide City Engineer and professional engineer services for the City under this Agreement. Contractor will set the work hours, work schedules, and compensation for its staff. City will provide an office space, supplies and information necessary for the Contractor to complete the services

No single employee of Contractor will be assigned to work more than 960 hours on projects for the City of Rocklin in a fiscal year, and Contractor will immediately notify the City if any of its staff assigned to a City project is a CalPERS member.

FEE SCHEDULE

Contractor shall provide all services for the total not to exceed amount of \$_____. Contractor’s hourly rates shall be charged against the total not to exceed amount according to the fee schedule set forth below:

INSERT FEE SCHEDULE