



ROCKLIN

CALIFORNIA

**Request for Proposals
Whitney Park Phase II Asphalt Pump Track Design Services**

RFP responses to be received until:

Friday, April 29, 2022, by 1:00 p.m.

at

City of Rocklin
Attn: Kevin Huntzinger, Director of Parks & Recreation
Office of the City Manager
3970 Rocklin Road
Rocklin, CA 95677

Or by email at: kevin.huntzinger@rocklin.ca.us

Date Issued: April 11, 2022

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Section 1. Introduction

The City of Rocklin (City) is soliciting proposals from qualified, licensed design firms (Consultant) to provide professional design and engineering services, document existing site conditions, develop project alternatives and cost estimates for each alternative, and prepare Site Construction Drawings for an Asphalt Pump Track within the undeveloped park space at Whitney Community Park located at 1801 Whitney Ranch Parkway, 95765.

The City of Rocklin is located in South Placer County at the intersection of Interstate 80 and State Highway 65, and is characterized by rolling hill terrain with 360-degree panoramic views of the Sierra Nevada Mountains to the northeast and to the Sutter-Butte mountain range in the West. With an estimated population of 70,000 people, Rocklin is one of the fastest growing cities in California, with approximately 65% of its growth since 2000. 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 is a preferred location for business and living due to its convenient location, excellent schools, diverse mix of housing, abundant parks and recreational opportunities, and the highest commitment to public safety.

Section 2. Project Description and Background

The idea of an asphalt pump track was prompted by community interest. The Rocklin City Council first took up the pump track idea on May 25 2021, directing staff to research basic feasibility, potential funding sources and locations for the track. Sites considered were areas at or near Margaret Azevedo Park, Johnson-Springview Park, Twin Oaks Park, and Whitney Park. Whitney Park was chosen as the best-suited potential site, given its dedicated development funding source (with funds currently available) and existing infrastructure, including surrounding bike trails and connection to storm drains. Staff were directed to prepare a request for proposals for design services.

The goal of this RFP is to select a well-qualified Consultant to provide future design services for a progressive asphalt pump track that serves multiple ages and abilities. Applicants must provide evidence of thorough knowledge and experience in this area and provide a project history to support this. The Consultant shall provide design and engineering services and construction drawings for a complete and fully functional asphalt pump track to be located on City-owned park land at Whitney Community Park. The City also desires the selected Consultant to develop alternative amenities, and cost estimates for each alternative, that may be included with the project design. The project area will be located within the 18 acres of undeveloped park space at Whitney Community Park. The City desires the project to occupy approximately two acres of the undeveloped section.

Section 3. Scope of Services Expectations

The City's intention is that the selected Consultant would create conceptual designs, preliminary cost estimates, construction schedules, and final design, including the required construction drawings and specifications for the public bid of the project construction.

The intent of the request is to solicit proposals for the professional services of an Asphalt Pump Track Design team authorized to do business in the City of Rocklin and State of California. The RFP seeks proposals to perform desired design services for an Asphalt Pump Track for a 2.0-acre undeveloped section of park space owned by the City of Rocklin (Exhibit A – Vicinity Map).

The Consultant must have experience in asphalt pump track design services or work performed with Public Agencies for projects of similar scope or size (approx. 15,000 sq. ft.). The Consultant should offer a full range of technical services to be performed by key staff and/or consulting partners with experience which includes construction document production and construction administration services for construction design projects.

The following components are expected to be included in the site design plan and supporting project documentation from the selected qualified Consultant at a minimum:

1. Gather and review information, perform site visits to review and document existing conditions of Whitney Community Park. Meet with City staff to determine needs and receive input and direction.
2. Provide design and engineering services for a well-designed asphalt pump track which will set Rocklin apart from other municipal pump tracks in the region. Design may include, but are not limited to the following:
 - a) Progressive asphalt pump track design to serve multiple ages and abilities.
 - b) Design that minimizes future maintenance requirements.
3. Develop project alternatives and cost estimates for each. Provide detailed estimates of one-time and ongoing costs to develop, operate, and maintain additional amenities. Include a phased implementation approach for additional amenities considering available funding and other project constraints.
 - a) Alternative improvements may include, but are not limited to the following:
 - i) Recreation amenities, such as passive green space; landscaping improvements; public artwork; site amenities such as benches, gates, shade structures, water fountains, parking and restrooms; ADA access improvements; lighting, safety and security improvements.
4. Prepare and provide Site Construction Drawings for final project design.

Section 4. Proposal Requirements

1. Cover Letter

A one to two-page document outlining the Consultant's interest in the project and vision for helping Rocklin create an asphalt pump track that will contribute to the quality of life or residents and visitors for generations.

2. Company Profile

A brief narrative on the Consultant's work history, management structure and general explanation of expertise in parks and recreation design services, landscape architecture and pump track design.

3. Proposed Staff

The resumes and/or short biographies of key staff members who will be contributing to the project, including their areas of responsibility.

4. Project Approach

Proposals should provide a complete and concise description of the company's ability to meet the requirements of the RFP. This section should include a narrative briefly describing the proposed approach, outlining strategies and tactics that will ensure the objectives will be met in a comprehensive and timely manner. This section could include a workflow diagram with performance milestones and estimated timeframes for completion.

5. Experience

Consultants submitting proposals are expected to supply adequate information that demonstrates their ability to meet the project expectations, as outlined by this document.

- a) Provide a brief description of Consultant's experience in completing similar projects within the last five (5) years.
- b) Provide a detailed discussion of specialized experience in completing scope of required services listed above.
- c) Provide three (3) similar projects which your firm or company has completed within the last five (5) years. Project information should include a brief project description, agency or client name, contact information, the year of project completion, and the project construction cost.

6. References

Proposal must provide at least three references, within the past 10 years, of clients for whom services have been performed that are comparable in quality and scope to that specified within this RFP. The references shall include names, addresses, and contact information for whom the prior work was performed, and include an explanation of the services provided to these clients.

7. Cost Proposal

Include a summary of estimated costs based on the project described above, including staff's hourly rates. The cost proposal should provide sufficient detail that would allow staff to understand cost impacts if modifications are necessary. All costs should be included in the estimated budget, such as travel to meetings, presentations of the draft design to City Council and Commissions, etc. Additional services that the consultant may recommend may be included, but should be priced separately.

The City will evaluate the cost proposal relative to services provided. The cost proposal will be considered towards the end of the RFP process and will have an impact on the decision of the City. Cost will be evaluated only after technical evaluations are complete, and only for those companies deemed likely to be selected, based on technical evaluations and qualification review

Section 5. Submittal Instructions

Submittal packages shall include the following:

- One (1) original and three (3) printed copies of the proposal, and
- One (1) electronic copy of the proposal, in PDF format on flash drive or other electronic media

Proposals will be received not later than 1:00 p.m. on Friday, April 29, 2022 at the office of the City Manager, 3970 Rocklin Road, Rocklin, CA 95677. Proposals shall be delivered in sealed envelopes or container and clearly marked with the RFP title on the outside of the parcel.

Proposals shall be submitted ONLY to:

City of Rocklin
Attention: Kevin Huntzinger, Director of Parks and Recreation
Office of the City Manager
3970 Rocklin Road, Rocklin, CA 95677

The City shall not be responsible for proposals addressed to a different person or delivered to a different location other than that specified herein. Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No Exceptions. The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of any such defect or irregularity. The City also reserves the right to reject all proposals.

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

Questions

All questions and inquiries must be submitted via email to Kevin Huntzinger at kevin.huntzinger@rocklin.ca.us. The deadline to submit questions is Monday, April 18, 2022. One comprehensive response to all submitted questions will be posted online on Friday, April 22, 2022.

Section 6. Proposal Evaluation and Selection

Award of the RFP shall be made to the responsive and responsible proposer(s) whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in this section.

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 that may be invited to an interview may vary depending upon the number of proposals submitted.

One or more Consultants may be selected. 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 Consultants might propose.

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

The selected Consultant(s) will be required to execute a City prepared contract as referenced in Section 7, below. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City approval and the availability of funds.

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.

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

Once a decision has been made to recommend award of the contract to a specific consultant, then a formal notice of the intent to award to the recommended consultant shall be made by the City. If the contract exceeds the City Manager’s signing authority and needs to be brought before City Council, the letter of intent to award will be sent prior to final approval by City Council.

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

Selection Criteria

The following criteria will be used in consideration of proposals:	Weight (%)
Quality and completeness of proposal	10%
Company qualifications, demonstrated experience with similar projects, and references	40%
Project approach and understanding. Ability to produce deliverables within specified timelines	25%
Responsiveness and ability to work closely with City staff	10%
Cost proposal	15%

Section 7. Consultant’s Responsibilities

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

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

Standard Professional Services Agreement

The selected Consultant must be willing to execute the City’s standard Professional Services Agreement. An example is included as Exhibit B. Any exceptions thereto must be identified in the proposal.

Insurance Requirements

Evidence of adequate general liability, professional liability, automotive, and workers’ compensation insurance, in accordance with City requirements, must be provided to the City.

Section 8. Schedule

RFP Issued	Monday, April 11, 2022
Submission of Questions Deadline	Monday, April 18, 2022
City Response to Written Questions	Friday, April 22, 2022
Proposal Submission Deadline:	Friday, April 29, 2022 at 1:00 p.m.
Proposal review and notification to all applicants:	Friday, May 13, 2022
Interviews (if needed, subject to change):	Monday, May 23, 2022
Notice of Contract Award or Intent to Award:	Wednesday, June 01, 2022
(May include approval by Parks, Recreation and Arts Commission and City Council)	

Section 9. List of Exhibits

Exhibit A: Project Vicinity Map

Exhibit B: Standard Professional Services Agreement

Exhibit A

Project Vicinity Map

Whitney Community Park, 1801 Whitney Ranch Parkway, 95765.

Wildcat Blvd

Proposed
Build Site -
Approx. 2
Acres

18 Acres - Undeveloped Park Space

Whitney Ranch Pkwy

Whitney Ranch Pkwy

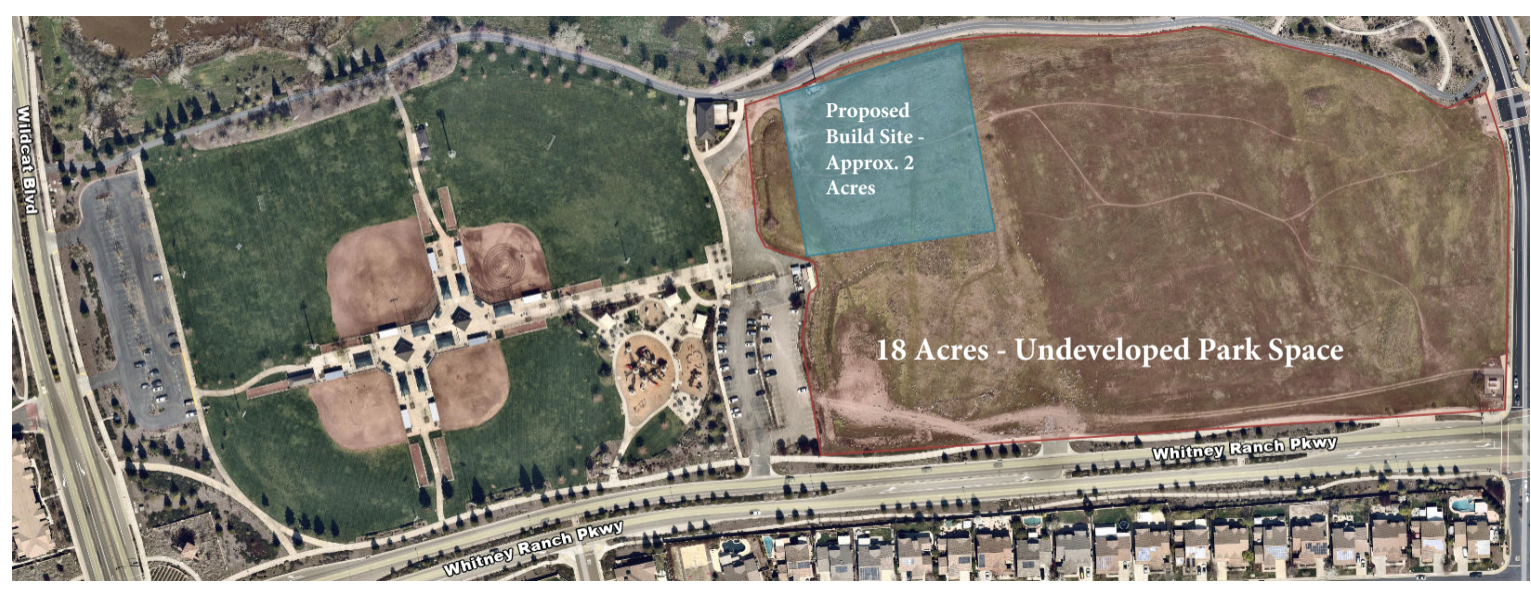


Exhibit B

Standard Professional Services Agreement

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20___, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and

Name of Contractor
Address
Phone/E-mail

"Contractor" who mutually agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of []**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

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

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

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;

Contract for Services
Insert Contractors Name here
Insert Date of contract

- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) Total billed to date under agreement.

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

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

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

3. FACILITIES AND EQUIPMENT

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

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall [continue in effect until both parties have fully performed their respective obligations under this agreement] **OR** [shall terminate on _____, 20XX], unless sooner terminated as provided herein.

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

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period of _____] **OR** [a period equal to the original term of this Contract] in the manner provided in Section 7.

5. SUSPENSION/TERMINATION:

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

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

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

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

6. INDEPENDENT CONTRACTOR

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

7. AMENDMENTS, CHANGES OR MODIFICATIONS

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

8. EXTENSIONS OF TIME

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

9. PROPERTY OF CITY

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

10. COMPLIANCE WITH ALL LAWS:

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

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

FOR WORK SUBJECT TO PREVAILING WAGES [C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Contractor shall comply with the provisions of Exhibit "____".]

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

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

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

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

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

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

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

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its

obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

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

13. ASSIGNABILITY

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

14. INTEREST IN CONTRACT

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

15. MATERIALS CONFIDENTIAL

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

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall

Contract for Services
Insert Contractors Name here
Insert Date of contract

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 indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

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, 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. **(Not required if Contractor provides written verification it has no employees)**

[FOR PROFESSIONAL SERVICES AGREEMENTS, INCLUDE PARAGRAPH 4 BELOW – OTHERWISE, DELETE IT]

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

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

B. Other Insurance Provisions

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

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

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20

01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be in excess of the Contractor's insurance and shall not contribute to it.

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

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

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

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

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

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

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

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

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

19. GENERAL/MISCELLANEOUS PROVISIONS:

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

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

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

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

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

Contract for Services
Insert Contractors Name here
Insert Date of contract

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

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

City:

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

Contractor:

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.

Contract for Services
Insert Contractors Name here
Insert Date of contract

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Hope Ithurnburn, City Clerk

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

CONTRACTOR

By: _____
Title:

By: _____
Title:

EXHIBIT A

Contractor Proposal/Scope of Work

Contract for Services
Insert Contractors Name here
Insert Date of contract

EXHIBIT B

Schedule of Performance

Contract for Services
Insert Contractors Name here
Insert Date of contract

EXHIBIT C
Schedule of Fees

EXHIBIT __

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

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

CONTRACTORS

By: _____
[Title]

EXHIBIT __

LABOR COMPLIANCE

1. PREVAILING WAGE

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

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

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

2. PREVAILING WAGE RECORDS

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

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

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

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

3. Labor Discrimination

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

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

4 Eight-Hour Day Limitation

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

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

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5