

CITY OF RIVERBANK
CITY BID NO. 2-2019



REQUEST FOR PROPOSAL
FOR
CIVIL ENGINEERING SERVICES

Proposal Submittal Deadline:

January 16, 2020 @ 5:00PM

City of Riverbank
6707 Third Street – Mailing
6617 Third Street – In Person
Riverbank, CA 95367
Attn: Development Services Administration

November 25, 2019

**City of Riverbank
Request for Proposal
Civil Engineering Services**

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REQUEST FOR PROPOSAL CIVIL ENGINEERING SERVICES

BACKGROUND

The City of Riverbank desires to retain consulting services from qualified Civil Engineering Firms to perform General Municipal Engineering duties, design work, preparation of plans, specifications, cost estimates, and contract documents for various types of capital improvement projects. The City is seeking a civil engineering consultant with knowledge and experience in one or more of the following disciplines: street improvements, storm drain improvements, parks and recreation improvements, water improvements and wastewater improvements, with the ability to provide in-house or capacity to sub-consult for survey services, traffic engineering, geotechnical, landscape design, structural design, and Federal and State funding services.

The qualified firm shall provide consulting services on an “as-needed” basis for projects to be determined during the term of the contract. The contract will be for a 5-year term with assignments awarded such that their specified durations do not exceed the contract term.

In order to submit a proposal, your firm must provide a pre-qualification letter indicating that you have contracted directly with a public agency located in California within the last five (5) years and have successfully completed design in at least one category listed below with the current project management staff for that category.

To qualify for the RFP, your firm must completely comply with at least one of the three categories below:

Category I: Street Improvements

- Provide at least 2 street widening/overlay and beautification projects and;
- Provide at least 2 street rehabilitation projects.

Category II: Storm Drain Improvements

- Provide at least 2 storm drain line replacement/rehab projects
- Provide at least 2 storm drain pump station projects

Category III: Wastewater Improvements

- Provide at least (1) one collection system Closed Circuit TV (CCTV) inspection and cleaning project, and;
- Provide at least (1) one sanitary sewer replacement/rehab pipeline project

PROPOSED SCHEDULE

This request for proposal will be governed by the following schedule:

Release of RFP	November 25, 2019
Deadline for Questions and Inquiries	January 3, 2020
Proposals Due Date	January 16, 2020 by 5:00 pm

Proposal Evaluation Completed	January 30, 2020
Oral Interviews (If Needed)	Week of February 10, 2020
Notification of Intent to Award	Week of February 17, 2020
Council to Award Contract	February 25, 2020

SCOPE OF WORK

The scope of work detail should be in a format that can easily be referenced as “Exhibit A” in the attached sample agreement. In general, the consultant shall perform civil engineering services on an “on call or as-needed” basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development and may include but not be limited to the following:

1. Review correspondence from State and Federal permitting agencies that require response or action from City Engineer or Development Services staff.
2. Assist City Staff in processing paperwork with StanCOG and Caltrans Local Assistance regarding State and Federal grant programs such as CMAQ, RSTP, SR2S, TEA, HSIP, EEMP etc.
3. Provide input to City Staff and City Council regarding the City's master plans, capital improvement program, and maintenance needs.
4. Prepare Plans, Specifications and Estimates for capital improvement projects.
5. Provide Bid Administration, Construction Management, and Inspection Services for capital improvement projects.
6. Provide plan review and approval of all proposed private development projects within the City. This shall include reviewing and proposing conditions of approval for all entitlement projects (tentative maps, site plans, etc.) and reviewing and approving all encroachment permits, grading permits, parcel maps, final maps, and improvement plans etc.
7. Attend City Council and/or Planning Commission Meetings when requested.
8. Provide all other City Engineer functions as requested by City Staff and Council.
9. Due to the fact that some of the City Projects will be funded by Federal or State grants, the selected consulting firm must comply with requirements of Caltrans’ Local Assistance Procedures Manual and the City of Riverbank Quality Assurance Plan for Federal and State Funded Projects and all applicable prevailing wage laws as well as meeting the Disadvantaged Business Enterprises (DBE) goals.

CITY’S RESPONSIBILITIES

1. Discuss/outline scope of work for each project assigned.
2. Furnish City Standard Plans and General Specifications to the consultant.
3. Provide staff support as required and agreed to in advance of projects assigned.

PROCESS FOR SUBMITTED PROPOSAL

1. Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

2. Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

3. Number of Proposals

Submit three (3) copies of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

4. Submission of Proposal

Complete written proposal must be submitted in sealed envelopes to:

City of Riverbank
Development Services Department
6707 Third Street
Riverbank, CA 95367
RE: Proposal for Civil Engineering Services

Proposals are due no later than 5:00 pm on January 16, 2020, and must be received by that time and date. Proposal postmark dates and times will not be considered as meeting that deadline. Proposers must submit three (3) copies of their proposal and one (1) separately sealed fee proposal envelope to the address shown above.

5. Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Kathleen Cleek
Development Services Administration Manager
kcleek@riverbank.org
209-863-7170

From the date that this RFP is issued until the firms are selected and the selection is announced, firms are not allowed to communicate for any reason with any City Employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

6. Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Riverbank, CA. If any proprietary information is contained in the proposal, it should be clearly identified.

PROPOSAL FORMAT GUIDELINES

Interested engineering firms are to provide the City of Riverbank with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 10 typed pages, including pre-qualifications letter, cover letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

The following proposal sections are to be included in the proposer’s response:

1. Pre-Qualification Letter

In order to submit a proposal, your firm must provide a pre-qualification letter indicating that you have contracted directly with a public agency located in California within the last five (5) years and have successfully completed design in at least one category listed in the previous background section with the current project management staff for that category. The pre-qualification letter should include information in the format shown below:

Client Name	Project Description	Project Start and End Dates	Client Project Manager, Name/Phone No. Address	Consultant Project Manager

2. Cover Letter

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 60 days from the date the proposal is submitted to the City. Indicate the address and telephone number of the consultant's office located nearest to the City of Riverbank, California and the office from which the contract will be managed.

3. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

4. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP, in an easily adaptable format for an agreement's "Exhibit A". The Methodology Section should include:

- An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders, i.e, City Council, City Departments, etc.; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

5. Staffing

Provide a list of individual(s) who will be working on projects and indicate the functions that each will perform. Include a resume for each designated individual and an organizational chart.

6. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

- A Description of your firms familiarity with State and Federal procedures expanding to specifically include the Federal Aid Process and your firms current or past involvement with Caltrans Local Assistance.
- Provide at least (3) three California references that received similar services from your firm. You can include references listed in the pre-qualification letter. The City of Riverbank reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - a. Client Name
 - b. Project Description
 - c. Project start and end dates
 - d. Client project manager name, telephone number, and e-mail address
 - e. Consultant's Project Manager

7. *Fee Proposal*

The separately submitted Fee Proposal should including the following, and in a format easily adaptable to an agreement's "Exhibit B":

The firm's schedule of hourly rates, including rates for all sub-consultants, shall be included with the proposal and indicate that the rates are valid for the term of the contract. The percentage mark up of reimbursable expenses, if any, shall also be specified in the rate schedules.

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be appointed to review all proposals. The committee will most likely consist of the following personnel: City Manager, Public Works Director, and members of the Development Services Administration Team.

Based upon the proposals submitted, the Committee may select a short-list of qualified firms. The City of Riverbank reserves the right to make final consultant selection based solely upon evaluation of the written proposals, without short-listing firms or conducting oral interviews, should it find it to be in its best interest to do so.

The committee members will review and evaluate the proposals, and will recommend to the City Council the firm whose proposal is most advantageous to the City of Riverbank based on the following criteria, which includes, but is not limited to:

1. Analysis of mandatory submittal of minimum requirements.
2. Functional and service requirements analysis (technical review).
3. Reference checks and review of qualifications.
4. Geographic Location of primary Consultant office in relation to City.
5. Consultant proposed service approach.

EVALUATION CRITERIA

The City of Riverbank intends to engage the most qualified consultant available for this assignment. It is imperative the consultant's proposal fully address all aspects of the RFP. It must provide the City's staff with clearly expressed information concerning the consultant's understanding of the City of Riverbank's specific requirements, which would result in the conduct of this work in a thorough and efficient manner.

The following criteria shall be used in evaluation of the proposer's offer of services:

1. Meets Prequalification (must meet minimum to be considered).
2. Compliance with Proposal Format Guidelines and Understanding of Background and Project Summary. Refer to the Proposal Format Guidelines and the Background and Project Summary Section of this RFP. (10 points).
3. Approach and Work plan. Refer to the Methodology Section of this RFP. (30 points).
4. Qualifications and experience of the firm, project manager and other key individuals assigned to this project. Refer to Staffing and Qualifications Sections of this RFP. (35 points).
5. Clarity of proposal (10 points).
6. Results of reference checks (15 points). Reference checks may only be conducted for a short list of firms or the top rated firm.

The City may also contact and evaluate the proposer's and subcontractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal and to see samples of previous work products. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the consultant(s) selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring consulting firm or withdraw the RFP.

GENERAL CONDITIONS

1. General Information

The City of Riverbank, California will receive at its office located at City Hall, 6707 Third Street, at 5:00 PM on January 16, 2020, bid proposal for City of Riverbank Bid No. 2-2019. Proposals shall be submitted as previously outlined proposal format guidelines. Proposals shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. Proposals are to be verified before submission as they cannot be corrected or altered or signed after they are opened.

2. Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted on the City of Riverbank's Official City Web Site at www.cityofriverbank.org; Proposers should check this web page daily for new information.

3. Interpretation of Proposals

Should a proposer find discrepancies in, or omissions from the specifications, or should proposer be in doubt as to their true meaning, proposer may submit to the Development Services Administration Manager a written request for an interpretation thereof prior to the proposal opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.

5. Addenda

Any addenda issued by the City during the time of bidding shall be covered in the proposal and shall be made a part of the contract.

6. Proposal Openings

Proposals shall be delivered to the City of Riverbank on or before the day and hour set for the opening of proposals in this RFP. A proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals.

7. Late Proposals

Any proposals received after the scheduled time of opening will be noted as received, but they will not be opened or considered.

8. *Affirmative Action*

The City of Riverbank requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor does certify, to adhere to said guidelines.

9. *Governing Law*

Any contract shall be construed and interpreted according to the laws of the State of California.

10. *Contract Discussions*

Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm.

11. *Confidentiality Requirements*

The staff members assigned to this project may be required to sign a departmental nondisclosure statement. Proposals are subject to the Freedom Information Act. The City cannot protect proprietary data submitted in proposals.

12. *Insurance Requirements*

The City of Riverbank requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful proposer must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix B. Consultant must be licensed to do business in the State of California.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

APPENDIX A
AGREEMENT FOR SERVICES SAMPLE

**CITY OF RIVERBANK
CITY ENGINEER AGREEMENT**

THIS AGREEMENT, by and between the CITY OF RIVERBANK, a municipal corporation, hereinafter referred to as "City", and _____, of _____, a partnership, ("_____"), hereinafter referred to as "Engineer", provides for _____ to be appointed city engineer for the City of Riverbank in accordance with the authority of Government Code Sections 37103 and 53060 for the City.

The City specifically designates _____, of _____, License Number _____, as the City Engineer.

The engineer and other engineers at _____ are duly licensed under the laws of the State of California and are fully qualified to perform the duties of City Engineer and to provide the services contemplated by this Agreement.

The parties do mutually agree to be bound and obligated to terms and conditions as follows:

1. Term. The term for performance of the services hereunder by the Engineer as City Engineer will commence _____. The Agreement shall be for a (5) five year period unless either party gives written notice to the other of its intent to renegotiate the terms of the Agreement. Such notice must be given not less than three (3) months before the end of the pending term.

2. Termination of the Agreement. This Agreement may be canceled by either party hereto by the giving of thirty (30) days written notice to the other party of their wishes to terminate the Agreement.

3. Scope of Services. The Engineer shall perform the duties of the office of the City Engineer of the City and shall use his best effort to provide engineering services in a competent and professional manner. The Engineer shall provide all engineering services to the City of the kind and nature typically provided by an in-house City Engineer's Office to a municipality unless specifically exempted by this Agreement. Engineer shall attend City Council meetings when requested at no charge to the City.

4. Time and Performance. The services performed hereunder by Engineer shall be undertaken and completed in such sequence as to insure their expeditious completion and to best carry out the purpose of the Agreement.

5. Compensation. City shall pay Engineer on an hourly rate basis as prescribed by the Rate Schedule in Exhibit "B" for performance of engineering services. Engineering services include those services listed on Exhibit "A". Engineer shall attend City Council meetings when requested at no charge to the City. For all other engineering services not listed in Exhibit "A", the City agrees to pay the Engineer at the rates as set forth in Exhibit "B". In addition to paying the engineering fees as set forth in Exhibit "B", City

shall reimburse the Engineer for customary and reasonable costs and expenses incurred by the Engineer as set forth in Exhibit "B".

6. Billing Procedures and Monthly Statements. The Engineer shall submit to the City, within 30 days after the end of each calendar month, an itemized statement of the professional services by project or funding source provided in the time expended providing those services in the form customarily submitted by the Engineer to clients which are billed on an hourly basis. The Engineer shall include in the monthly statement cost and expense items, and project details. The parties acknowledge that the payment of all monthly statements is expected to be made within 30 days of the billing date.

7. Work Performed. No work shall be performed by Engineer except general engineering and related services, unless directed to do so by the City Manager or the City Council. Engineer agrees that an engineer of _____ (_____) must be already versed in the facets of the Grant Funding process for public works projects for a General Law City, Federal, State and Local. Engineer, must already be familiar with the CAL TRANS process regarding acquiring encroachment permits and construction by the City in State Rights of Ways.

8. Additional Services. Additional services beyond those set forth in Exhibit "A" and subject to the engineer rates set forth in Exhibit "B" include, but are not limited to, the following areas:

- a. Planning;
- b. Administration;
- c. Construction Management;
- d. Surveying.

9. Cost Principles. _____ agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31,000 et seq., shall be used to determine the allowability of cost individual items.

_____ also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to _____ that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by _____ to City.

Subcontracts in excess of \$25,000.00 shall contain this provision.

10. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties hereto.

11. Return of File and Client Property. After Engineer's services are completed, Engineer will, upon City's request in writing, deliver the file(s) to the City, along with any property of the City in Engineer's possession. City's file(s) and property include correspondence, transcripts, engineering documents, exhibits, maps, and other items reasonably necessary to City's business and to its continued and future engineering service

needs, whether City has paid for them or not. City's file(s) and property include all work performed by the Engineer on behalf of the City or its continued engineering needs.

12. Retention of Records/Audit. For the purposes of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; _____, subcontractors, and City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, any books, records, and documents of _____ that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

13. Independent Contract. Engineer is an independent contractor. Engineer is engaged on a part-time basis. Engineer is responsible for providing and maintaining its own staff, facilities, resources, and benefits. It is the Engineer's sole responsibility to assure the City that the Engineer's professional and administrative staff are adequately trained and the City shall have no obligation to pay for training of the Engineer or staff or the provisions of professional resources or material. The Engineer shall stand ready, willing and able to perform the duties for the City pursuant to this Agreement as called upon by the City Council or the City's designated representative. It is understood, however, that the Engineer is otherwise free to engage in the private practice of engineering so long as its practice does not put it in conflict with the City. In addition to the proscriptions regarding conflicts of interest imposed on the Engineer, the Engineer represents that no member of the firm shall appear before any council, commission, committee, or agency of the City for a period of six (6) months from the date of termination of the Engineer's employment as City Engineer for the purpose of representing any other client of the Engineer's before such City Council, commission, committee, or other agency.

14. Licensed Engineer. _____ is a licensed engineer in the State of California, License No. _____. Any other employees or officers of Engineer providing services for the City of Riverbank in connection with this Agreement shall be duly licensed under the laws of the State of California and shall be qualified to perform the duties and provide the services by this Agreement.

15. Assignment and Delegation. This Agreement contemplates the personal professional services of the Engineer and this Agreement, or any portion thereof, shall not be assigned or delegated without the prior written consent of the City.

16. Insurance. The Engineer represents and discloses to the City that he maintains professional, general liability insurance, including errors and omissions coverage, in excess of \$1,000,000 per occurrence and \$1,000,000 per policy term. The insurance maintenance by the Engineer shall be consistent with the requirements set forth in Exhibit

"C" attached hereto. The Engineer is required to provide the City with certificates of insurance certifying the aforementioned insurance coverage.

17. Inspection. Engineer shall furnish City with every reasonable opportunity for City to ascertain that the Services of Engineer are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Engineer of any of its obligations to fulfill the Agreement as prescribed.

Engineer and any subcontractor shall permit the City, the State, and the FHWA if Federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

18. Conflict of Interest. A. Engineer covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City hinder Engineer's performance of the Services. Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of City. Engineer agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Engineer is not a designated employee within the meaning of the Political Reform Act because Engineer:

1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official; and

2. Possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

19. General. Engineer shall use the standard of care in its profession to comply with all applicable Federal, State, and Local laws, codes, ordinances, and regulations. Engineer represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Engineer to practice its profession. Engineer shall maintain a City business license.

20. Prevailing Wage. Engineer and Engineer's sub-consultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter I, Article 2. Copies of the applicable wage determination are on file at City's Public Works Department.

21. Equal Employment Opportunity. Engineer is an equal opportunity employer and agrees to comply with all applicable State and Federal regulations governing equal employment opportunity. Engineer will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Engineer will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

22. Covenant Against Contingent Fees. The Engineer warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the engineer; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

23. Safety. A. Engineer shall comply with OSHA regulations applicable to Engineer regarding necessary safety equipment or procedures. The Engineer shall comply with safety instructions issued by City representatives. Engineer personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that construction areas may be located in areas open to public traffic. The City shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Engineer shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

B. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

24. Statement of Compliance. Engineer's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Engineer has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

25. Debarment and Suspension Certification. A. The Engineer's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Engineer has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; has not been suspended, debarred,

voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Engineer responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

26. Rebates, Kickbacks, or Other Unlawful Consideration. The Engineer warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

27. Indemnity. _____ agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of _____. The fees, incurred by City in defendant against claims ultimately determined to be due to negligent acts, errors, or omissions of the _____.

28. Nonexclusive Agreement. The City may contract with other individuals or entities to provide engineering services. This is a nonexclusive agreement.

29. Notices. Notices regarding this Agreement shall be given to the parties at the following addresses:

City: Development Services Department
City of Riverbank
6707 Third Street
Riverbank, CA 95367

Engineer: _____

30. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

31. Entire Agreement. This Agreement contains the entire understanding of the parties regarding their rights and obligations hereunder. Any alleged oral representations or modifications concerning this Agreement and the subjects thereof shall have no force or

effect unless reduced to a writing signed by both parties. This Agreement supersedes any previous agreements between the parties for the provision of Interim City Engineer services.

32. Goodwill. The parties hereto agree that it is in their best interests to maintain harmonious relations in the fulfillment of the engineering requirements and that every effort will be made to provide timely, efficient and courteous service to those who require engineering services.

33. Captions. The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or its terms, or in any way affect it.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____.

"CITY"

CITY OF RIVERBANK

"ENGINEER"

By: _____
Sean Scully
City Manager

By: _____
Signature

ATTEST:

Annabelle Aguilar, City Clerk

APPROVED AS TO FORM:

Tom Hallinan, City Attorney

EXHIBIT "A"

CITY ENGINEER SERVICES – SCOPE OF WORK

_____ will provide on-call consulting City Engineer services to the City of Riverbank to include (but not limited to) the following:

1. Review correspondence from State and Federal permitting agencies that require response or action from City Engineer or Development Services Staff.
2. Assist City Staff in processing paperwork with StanCOG and Caltrans Local Assistance regarding State and Federal grant programs such as CMAQ, RSTP, SR2S, TEA, HSIP, EEMP etc.
3. Provide input to City Staff and City Council regarding the City's master plans, capital improvement program, and maintenance needs.
4. Prepare Plans, Specifications and Estimates for capital improvement projects.
5. Provide Bid Administration, Construction Management, and Inspection Services for capital improvement projects.
6. Provide plan review and approval of all proposed private development projects within the City. This shall include reviewing and proposing conditions of approval for all entitlement projects (tentative maps, site plans, etc) and reviewing and approving all encroachment permits, grading permits, parcel maps, final maps, improvement plans etc.
7. Attend City Council and/or Planning Commission meetings when requested.
8. Provide all other City Engineer functions as requested by City staff and Council.

The services above will be provided on an "as needed" basis, as directed by the City Manager, and billed monthly at Time & Materials.

EXHIBIT "B"

JOB DESCRIPTION HOURLY RATE

Engineering:

PRINCIPAL	\$ XXX
CIVIL ENGINEER	\$ XXX
PROJECT MANAGER	\$ XXX
DESIGNER	\$ XXX
SENIOR DRAFTER / CADD	\$ XXX
DRAFTER / CADD	\$ XXX
EXPERT WITNESS	\$ XXX

Administration:

CLERICAL	\$ XXX
ADMINISTRATIVE ASSISTANT	\$ XXX
OFFICE MANAGER	\$ XXX

Construction Management:

CONSTRUCTION MANAGER	\$ XXX
CONSTRUCTION INSPECTOR	\$ XXX

Surveying:

OFFICE SURVEYOR	\$ XXX
ASSISTANT OFFICE SURVEYOR	\$ XXX
TWO-MAN SURVEY CREW	\$ XXX
PUBLIC WORKS SURVEY CREW	\$ XXX

Planning:

PLANNER	\$ XXX
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Materials:

The following services are billed at our cost plus 10%

- Sub-consultant fees
- Commercial delivery services (Fed Ex, California Overnight, messenger services etc)
- Copies and blue prints of plans beyond those required by city or county for plan review.

APPENDIX B
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The City of Riverbank City Council requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

Minimum Limits of Insurance

Professional Liability/Errors and Omissions Liability Insurance: Minimum of \$1,000,000 per occurrence and in the aggregate.

Claims made policies are acceptable if the policy further provides that:

1. The policy retroactive date coincides with or precedes the professional services contractors' start of work (including subsequent policies purchased as renewals or replacements).
2. The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
3. If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit,
4. The reporting of circumstances or incidents that might give rise to future claims.

Deductibles, Self-Insured Retentions, Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be approved by the City Manager and City Attorney of the City of Riverbank. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.