



Request for Proposal

Public Works Maintenance and Maintenance Management Services

1. Introduction

The City of Wildomar desires to secure a contractor/consultant to perform comprehensive maintenance and maintenance management of Public Works facilities within the jurisdiction and responsibilities of the City of Wildomar. It is with this purpose in mind that the City of Wildomar has issued this Request for Proposal (RFP) for Public Works maintenance services. Please review the entire RFP for general and specific maintenance services, requirements and information.

This RFP is a best value contract and award. This means that cost is only one factor in determining the accepted bid. The successful bidder will demonstrate an ability to perform these types of maintenance services identified in the RFP in an environment similar to Wildomar. The successful bidder will also demonstrate an understanding of Wildomar maintenance needs that is just as important, if not more important than the actual cost of services. The successful bidder will also clearly show that their firm is the best option for Wildomar in terms of flexibility and short/long term budgetary planning.

Detailed forms will not be provided in this RFP, but a fully loaded hourly cost of labor and equipment must be identified in all proposals. Please answer the questions and/or provide the required information in this RFP.

Background and History

Wildomar was established as the 25th city in historic County of Riverside on July 1, 2008. The City of Wildomar is located approximately 70 miles north of San Diego on Interstate Route 15 and is approximately 45 miles south of the Ontario International Airport. The City has a population of approximately 25,000 residents and covers an area of 25 square miles. The City operates with a city council/city manager form of government; the City Manager is appointed and serves at the pleasure of the City Council.

Several of the traditional maintenance and engineering functions are now provided by Riverside County. The City is issuing this RFP to consider and evaluate the economic benefits of contracting out the maintenance and management function identified in this document. It is expected that the respondents of the RFP will provide a mix of in-house daily support in addition to the utilization of sub-contractors to perform specialized work activities. The selected firm/contractor will report to the City Engineer and implement the "work plan" and budget guidelines agreed to in the negotiated and adopted City contract.

2. Scope of Work and Conditions

Scope of Maintenance Services: The following is intended to represent the duties of the Public Works Department at the City of Wildomar. However, it is not inclusive.

3.1 General

- 3.1.1. Develop work plans to maintain and implement processes required to maintain Public Works in the City of Wildomar.
- 3.1.2. Implement programs and processes to maintain Public Works facilities as needed to keep the City and its assets in satisfactory operational condition.
- 3.1.3. Operate, maintain and/or monitor the Public Works infrastructure of the City in accordance with State and Federal Law, in accordance with public safety.
- 3.1.4. Staff the Public Works maintenance function as needed to achieve the desired results within the adopted work plan.
- 3.1.5. Manage costs within the Public Works Maintenance budget.
- 3.1.6. Perform preventive maintenance and repairs for the City.
- 3.1.7. Maintain and improve the aesthetics of all facilities.
- 3.1.8. In general, maintain all facilities in a clean, neat and orderly fashion.

- 3.1.9. Maintain and store all equipment, tools and materials properly.
 - 3.1.10. Maintain a safety program for all staff in compliance with all State and Federal laws.
 - 3.1.11. Maintain a proper Hazardous Material Plan for all facilities that meets all State and Federal requirements.
 - 3.1.12. Insure that all Public Works maintenance staff is properly trained and that all records for that training are kept in compliance with State and Federal laws.
 - 3.1.13. Respond to City emergencies as required to maintain public safety. This includes establishing a 24/7 ability for public safety to contact contractor. Contractor must respond in no less than 1 hour to any emergency. These may be local, regional, or national emergencies with natural or man-made causes.
 - 3.1.14. Keep facilities safe and secure. Recommend and if approved, implement enhanced security where appropriate.
 - 3.1.15. Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.
 - 3.1.16. Perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
 - 3.1.17. All subcontractors shall be licensed and bonded in the specialty for which they are contracted.
 - 3.1.18. All Contractors and subcontractors shall carry full insurance with the City named as an additional insured as appropriate.
- 3.2 Street Maintenance - Each of the following items will require that proposer provide an estimated budget and work plan that includes total anticipated costs for that project. Additionally, please provide a written understanding of the scope and nature of the work.
- 3.2.1.1 Pavement Maintenance – Includes the cost for the removal and replacement of existing pavement. In general, existing pavement shall be removed to the depth of the existing base material, but not less than 4” in total depth. Excavated materials shall be hauled off-site and the existing aggregate base re-compacted. Edges of saw cut patch shall have asphalt tack applied. Place Type B asphalt concrete, 1/2” maximum aggregate, medium grading, in maximum 3” lifts and compact to a minimum of 90% Maximum Theoretical

Density as determined by ASTM D 2041. Also includes the cost of any work associated with routine pavement maintenance including, but not limited to pot-hole patching, temporary patching and minor pavement repairs.

- 3.2.1.2 Crack Sealing - Cost to do crack sealing. Clean all cracks with compressed air, apply crack sealant and sand lightly if traffic cannot be kept off cracks until sealant is set. Use KOCH 9005 or equivalent. Apply per manufacturer's recommendation.
- 3.2.1.3 Re-grade Dirt Roads – Cost to re-grade dirt roads to previous condition. Typically done after rainfalls which create erosion fissures in the surface. May also require some additional material on occasion.
- 3.2.1.4 Apply dust palliative to dirt roads – Apply a periodic coating of approved dust palliate as per manufacturers label and specifications
- 3.2.1.5 Pavement Striping and Marking - The cost of re-striping the various existing traffic lines or remarking the various existing traffic legends on cyclical basis. Additionally, the cost of installing new traffic striping or marking in both paint and thermal plastic. The work under this contract would generally be considered maintenance striping and marking. Large scale striping and marking may be done as part of a Capital Improvement Program (CIP) or other method outside of this contract. Further work may also include the repainting of curbs, installation or replacement of traffic pavement markers, delineators or any other traffic line, marking, etc. typically associated with publicly traveled roads.
- 3.2.1.6 Street Tree Trimming – Cost associated with street tree trimming. Trimming of normally larger, public property trees to provide overall shape and/or provide horizontal and vertical clearances for pedestrians, vehicles and sign clearance and the removal of dead material. Trimming may be the minimum required or a full balanced trim.
- 3.2.1.7 Tree Trimming and Fallen Tree Removal - Cost associated with the cutting back of public property trees (not street trees), bushes or other vegetation that encroaches onto the public right-of-way or public property or the removal of same. Also to be used for the cutting, trimming and removal of shrubs and brush in and adjacent to creeks and channels.
- 3.2.1.8 Street Sweeping - The unit cost to perform routine mechanical sweeping for arterial streets and major collectors

and cost of residential paved streets with curb and gutter. Also include any emergency sweeping response due to storms, spills or other debris on any public road way.

- 3.2.1.9 Traffic Sign Installation/Repair/Replacement - All costs associated with the replacement, repair, relocation or installation of new or existing traffic signs and any or all items associated with the sign such as sign blanks, hardware, pole, and pipe. All signs within the public right of way are included except those that are affixed to and integrally part of the traffic signals.
- 3.2.1.10 Graffiti Removal – All costs associated with the elimination of graffiti by removing the graffiti with cleaning equipment or the repainting of the item to obscure the graffiti.
- 3.2.1.11 Sidewalk Displacement Grinding/ Patching - All work associated with the temporary patching or ramping of offset sidewalk, curb and gutter or any other concrete area within the public right of way.
- 3.2.1.12 Sidewalk Repair and Replacement - Cost to remove existing damaged sidewalk, haul away debris, compact existing base, dowel to remaining sidewalk, and replace section with new sidewalk.
- 3.2.1.13 Barricade Installation and Repair - All costs associated with the straightening, replacement or repair of damaged guardrail, barricades or other devices similar in nature and all associated components such as nuts, bolts, panels, posts etc. Repainting of the above would also be included
- 3.2.1.14 Roadside Ditch Cleaning - Cost of removal of accumulated silt, gravel, debris or vegetation from ditches with mechanical equipment or by hand to reestablish original flow line or establish better flow line
- 3.2.1.15 Drop Inlet Cleaning - Cost of inspection and removal of accumulated silt, gravel, debris or vegetation from drop inlets to reestablish clean condition in accordance with any local NPDES regulations.
- 3.2.1.16 Patrol of City Streets During Rainstorms - Cost of all work related to the inspection of City drainage structures and facilities, roads, or any other public facility before, during or after periods of heavy storm water run off and cleaning of accumulated debris from catch basin grates, culvert inlets or other facilities in order for them to function properly.

3.2.1.17 Other Related Maintenance Tasks - All costs associated with any other maintenance function that might typically be performed in the City that is not expressly included in the above.

3.3 Drainage Maintenance

3.3.1. Access Road Maintenance and Repairs - Cost of repairs to access roads associated with the drainage system. This could include temporary or permanent patching with rock or A/C, repaving or grading or any other work associated with and for the continued operation of access roads.

3.3.2. Fencing Repair and Replacement - Cost of all maintenance and repair of fences in drainage ditches or other drainage facilities that are the responsibility of the City. Work may include vandalism repair, repair of chain link fence and posts, adjustments of hardware and touch up painting.

3.3.3. Trash Removal - Cost of removal of litter from City owned drainage ditches or other drainage facilities. This activity can include tires, refrigerators and other large debris. Not to be used for general roadside litter.

3.3.4. Vegetation Control - Cost of controlling vegetation in and around drainage ditches or other drainage facilities by using weed cutting equipment and/or chemical weed control methods.

3.3.5. Erosion Damage Repairs - Cost of various erosion control methods or repairs to prevent or correct erosion at drainage ditches or other drainage facilities. This may include using earth-moving equipment, wattles, silt fences, or any variety of repairs, etc.

3.3.6. Fire Abatement Mowing - Cost of cutting of weeds and vegetation in drainage ditches or other drainage facilities using tractors with discs and mowers.

3.3.7. Small Area Mowing - Cost of cutting of weeds and vegetation in drainage ditches or other drainage facilities using small mowers or hand equipment such as weed eaters.

3.3.8. Ditch Cleaning - Cost of removal of accumulated silt, gravel, debris or vegetation from roadway ditches with mechanical equipment or by hand to reestablish original flow line or establish better flow line.

- 3.3.9. Ditch/Channel Cleaning - Cost of removal of accumulated silt, gravel, debris or vegetation from channels with mechanical equipment or by hand to reestablish original flow line or establish better flow line.
- 3.3.10. Outfall Cleaning - Cost of removal of accumulated silt, gravel, debris or vegetation from the openings at outfalls with mechanical equipment or by hand to reestablish original flow line or establish better flow line.
- 3.3.11. Pipe/Manhole Cleaning - Cost of cleaning of underground storm drain lines and man holes, generally using a vac truck.
- 3.3.12. Minor Pipe Repair and Replacement - Cost of repair of failures in underground storm drain lines.

3.4 Special Event Support

- 3.4.1. Detours - Cost of placement of temporary barricades and roadway delineations to control or redirect the flow of traffic. Usually done as part of a special event or hazardous incident.
- 3.4.2. Road Closures – Cost of placement of temporary barricades and roadway delineations to close a road. Usually done as part of a special event or hazardous incident.
- 3.4.3. Unscheduled Maintenance
 - 3.4.3.1. Respond to malfunction/damage reports
 - 3.4.3.2. Repair or replace parts /components as necessary
 - 3.4.3.3. Respond and mark underground services alert requests
- 3.4.4. On Call Services (typically knockdowns, vehicle damage, weather damage, etc)
 - 3.4.4.1. Replace signs, barricades and other street safety devices

3. General Project Information & Current Level of service

4.1 Quantities

4.1.1 Streets

Street Miles	100.71
Paved Roads	97.33
Unpaved Roads	3.38
Signs	Approx. 2000

4.1.2 Drainage

Inlets	320
Culverts	147
Outlets	6
Roadside Ditches	Approx 20 miles adjacent to streets
Ditches	Approx 2,300 linear feet

4.2 Levels of Service

4.2.1 Streets

The City of Wildomar has only very basic information. It is up to the proposer to present a plan that is indicative of the needs of the City of Wildomar and realistic within the current budget for the City of Wildomar (see Section 4.3.1).

Tree Trimming- One time per year.

Street Sweeping – Once per year.

Re-Grade Unpaved Roads- Two times per month annual average. Some may require more, some less.

Signs – As needed to maintain minimum safety levels

Striping and Marking – Once per year to maintain minimum safety levels.

4.2.2 Drainage

The City of Wildomar has only very basic information. It is up to the proposer to present a plan that is indicative of the needs of the City of Wildomar and realistic within the current budget for the City of Wildomar (see Section 4.3.1).

Clean Roadside Ditches – Only as needed to maintain flow.

Clean Roadside Culverts – Only as needed to maintain flow.

Outlets- Only as needed to maintain flow

Inlets – Only as needed to maintain flow and meet NPDES requirements.

4.3 Budget Information

4.3.1 Streets and Drainage

The fiscal year 09-10 budget for street maintenance and drainage is approximately \$275,000. This amount includes all management, support, and maintenance functions.

Contract Term

The City intends to award a Public Works maintenance contract and maintenance management services with an original term of three (3) years, with two optional two (2) year terms. The total term of the proposed contract may extend for seven (5) years from award by the City. The exercise of any additional extension of term shall be at the sole discretion of the City.

III. SCHEDULE

Notice for Request for Proposals posted and issued.....	Friday May 1, 2009
Pre-Proposal Conference.....	MONDAY, May 11, 2009, 1:00 P.M.
Deadline for receipt of Questions	WEDNESDAY, May 20, 2009, 2:00 P.M.
Deadline for receipt of Proposals	WEDNESDAY, May 27, 2009. 2:00 P.M.
Interviews (<i>if desired by City</i>).....	<i>TBD</i>
Contract awarded by City Council.....	<i>TBD</i>

IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

Contractor's License

A selected firm must possess a valid, current and in good standing Class A General contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

Qualified Personnel

A selected firm must have on-staff and identify management personnel that will be assigned to manage the contract.

The submitted Proposal shall identify and outline the past 5 years of experience that

qualify the individual for this management position.

Company Background

A selected firm must be skilled and regularly engaged in maintenance and management services. The firm's experience shall be set forth and submitted, as follows:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation;
2. Location of company offices;
3. Location of the office servicing any California accounts;
4. Number of employees both locally and nationally;
5. Locations from which employees will be assigned;
6. Name, address, email address, and telephone number of the firm's point of contact for this Solicitation;
7. Company background/history and why the firm is qualified to provide the services described in this Solicitation;
8. Length of time the firm has been providing services described in this Solicitation;
9. Resumes for assigned staff to be responsible for performance of management services needed in this Solicitation;

Negative History

A selected firm must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last 5 years.

If there is no negative history to disclose the firm must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

Client References

A minimum of three references from other municipal, county and other governmental agencies for which the firm is currently providing the services described in this Solicitation must be provided. An additional three references for which the firm previously provided the services described in this Solicitation within the last five years must also be provided. All listed references must be a municipal, county and other governmental agency. Information provided will include:

- 1 Client name, client Project Manager, address, telephone number, and email address;
- 2 Contract Term (starting date and ending date);
- 3 Staff assigned to that project;
- 4 Discussion of final outcome, if contract ended, why?

V. PROPOSAL REQUIREMENTS

The Proposal should describe the methodology to be used to accomplish each of the project tasks and services expected as defined in their Developed Work Plan. The proposal should also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements.

Please note that this Request for Proposal cannot identify each specific, individual task required to successfully and completely implement the work program. The City of Wildomar relies on the professionalism and competence of the Proposing Firm to be knowledgeable of all the general areas identified in the Work Plan.

The following criteria shall be observed:

- The submittal should not exceed 50 pages (sheets of paper), double sided (8 1/2" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachment "A" and Addenda acknowledgments do NOT count toward the 30 page limit.
- One (1) unbound original proposal plus five (5) bound copies for a total of six (6) proposals are required.** Facsimile (fax), email or other electronically transmitted proposals will not be accepted.
- Responses to this Request for Proposal shall be organized into five categories as follows:
 1. **Information/background on the Firm.** Provide a brief introduction, address the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Include key contact information (address, phone, fax, and email). Refer to the "Company Background" and "Negative History" requirements listed above.
 2. **Key Personnel/Qualifications.** Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-consultants proposed should be identified, and information on their respective role in the project shall be included.

3. **Past Experience/References.** Refer to "Client References" requirements listed above.
4. **Understanding of Scope of Work Developed in the Work Plan.** In this section, proposers are requested to demonstrate their understanding of the tasks and services requested. Provide their Approach to accomplish the services described in this Solicitation.

In addition, in this section demonstrate how assigned maintenance personnel will respond within the two (2) hour time limit for responding to unscheduled or emergency work. Include a discussion of how assigned staff will respond to after-hours and emergency work, where the firm's equipment and vehicle storage yard is located, and demonstrate the ability of assigned staff to adequately respond to emergency work.

5. **Cost Proposal.** All firms shall provide their Developed Work Plan and proposed budget for 09-10 fiscal year. It shall also include the following:
 - **All firms shall indicate a fully loaded hourly labor rate and overtime labor rate in this Solicitation, to serve as the basis for negotiations of compensation for providing other unscheduled services.**
 - **All firms shall indicate and provide hourly rates for vehicles and equipment used in this Solicitation.**
 - **All firms shall indicate a material and sub contract mark-up rate included in this Solicitation, to serve as the basis for negotiations of compensation for providing materials services need in maintenance activities.**
 - **Note that the Cost Proposal, including all fees and compensation shall remain firm for a minimum of 120 days from the proposal submission deadline.**
- The prospective Consultant shall designate, by name, the project manager to be employed for this project. Substitution of the project manager by the selected consultant will not be allowed without prior approval by the City of Wildomar.

All proposals must be received in the City of Wildomar, Department of Public Works by **2:00 P.M., LOCAL TIME, WEDNESDAY, MAY 27, 2009**. Proof of receipt before the deadline is a City of Wildomar, Department of Public Works date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail shall, or any other delivery method, have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the Proposer unopened. Proposals shall be clearly marked and identified and must be submitted to:

City of Wildomar, Department of Public Works
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: Jon Crawford

QUESTIONS: Proposers, their representatives, agents or anyone else acting on their behalf, are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. Contact with anyone other than as directed below may be cause for rejection of a proposal.

ANY questions, technical or otherwise, pertaining to this Request for Proposal **must be submitted IN WRITING and directed ONLY to:**

Jon Crawford
Department of Public Works
23873 Clinton Keith Road, Suite 201, Wildomar, CA92595
via FAX (951) 677-7751
or via EMAIL: jcrawford@cityofwildomar.org

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. The deadline for all questions is 2:00 P.M. Local Time. Wednesday, May 20, 2009. Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the City Engineer will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

- Proposals must be delivered in a SEALED envelope/package and shall contain the following items:
- A copy of the firm's valid, current and in good standing Class A General contractor's license issued by the California State Contractor Licensing Board.
 - Information on the firm, key personnel, past experience/references, understanding of scope of work/work plan proposal, personnel/equipment rates and budget proposal.
 - Signature authorization (see Attachment A);

- Signed acknowledgments of Addenda (*if any, bottom of Attachment A)
- Outside of Envelope shall clearly state “**Public Works Maintenance Services**”.

Special Note: The selected firm will be required to assign a sufficient number of maintenance personnel to the City as may be necessary to provide routine Maintenance as described in this Solicitation.

Important Note: The successful Proposer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Wildomar in accordance with the standard Professional Services Agreement - Attachment "B" hereto. Please note that Exhibit A of Attachment "B" is intentionally not complete in the attached document. The exhibit will be negotiated with the selected firm and will appear in the final Professional Services Agreement executed between the parties. Any exceptions to the language contained in the RFP or sample agreement must be included in the Proposal submitted and clearly defined. Exceptions to the City's standard boilerplate professional services agreement, including the insurance requirements, may be considered in the evaluation process.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

VI. RESPONSIBILITY OF PROPOSER

All project proposers shall be responsible. If it is found that a proposer is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

VII. FIRM SELECTION

- Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.
- The evaluation committee may, at its sole option, ask for interviews or oral presentations by any proposer(s) participating in this process. Attendance at any such interview will be at the Proposer's expense.
- A final selection of a firm will be determined following review of all work plan proposals, budget proposals and/or formal oral presentations. The evaluation committee will make a recommendation of the selected firm for a contract to be

awarded by the City Council.

- The selected firm will work closely with City Staff throughout the duration of the contract. A firm will be selected for final negotiation of a contract based upon the following factors:
 - **Firm Information/Background:** Information on the history of the firm, company background, and any negative history;
 - **Key Personnel/Staff Qualifications:** Qualifications of the staff assigned to manage and provide services related to the project.
 - **Experience/References:** Past experience and client references;
 - **Understanding of Scope of Work and Work Plan/Budget Proposal:** Proposed work approach including all tasks and services defined in the document, and a discussion on emergency work;
 - **Cost:** A final contract shall be negotiated with the selected consultant on the basis of the submitted work plan and budget proposal and in consideration of reasonable and mutually agreed costs and time requirements.

- **Award of Contract:** It is the City's intent to award a single contract to the firm that can best meet the requirements of this document. The City reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting in June after the evaluation committee has made its final selection of the firm to be recommended for award. The decision of the City Council will be final.

- **Public Record:** Proposer's attention is drawn to the fact that all proposal documents submitted are subject to the (California Code Section 6250 et seq.), commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract, if any, by the City Council.

- **Cost related to Proposal preparation:** The City will NOT be responsible for any costs incurred by any Proposer in the preparation or submittal of their respective proposal.

- **Business License:** The successful proposer that is awarded the contract will be required to be licensed in accordance with the City of Wildomar Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

- **Proposal informalities or defects:** The City of Wildomar reserves the right to waive any informality or technical defect in a Proposal and to accept or reject, in whole or

in part, any or all Proposals and to advertise for new Proposals, as best serves the interests of the City.

- **Investigations:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to perform the Work and the Proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

- **Signed Proposal and Exceptions:** Submission of a signed Proposal will be interpreted to mean that Proposer has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement must be submitted with the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, terms or conditions may be considered in the evaluation process.

ATTACHMENT "A"

PUBLIC WORKS MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

A. I hereby certify that I have the authority to offer this proposal to the City of Wildomar for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

SIGNATURE

PRINT NAME

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;

A partnership, Partners' names: _____

A company; _____

A corporation _____

2. My tax identification number is: _____

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # _____ is/are hereby acknowledged.

ATTACHMENT "B"

SAMPLE AGREEMENT

PUBLIC WORK MAINTENANCE AND MAINTENANCE MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2009, by and between the City of Wildomar, a California charter city and municipal corporation ("City"), and _____ a ("Contractor").

RECITALS

- A. City requires the services of a qualified firm for Public Works maintenance and maintenance management services, ("Project").
- B. Contractor has submitted to City a proposal to provide services to City pursuant to the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.
- D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide Public Works maintenance and maintenance management services to City as described in the Scope of Services of the Work Plan and budget and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Work Plan and budget and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in the Work Plan. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in the Work Plan and budget which total amount shall not exceed \$275,000.

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in the Work Plan for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be

entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth the Work Plan. The extension of any time period must be approved in writing by the Contract Officer.

4.3 Liquidated Damages.

None

4.4 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall' within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.5 Term. Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2009, and ending on June 30, 2012 ("Original Term").

Ninety (90) days prior to the expiration of the Original Term, the City and Contractor

shall meet to evaluate Contractor's performance during the Original Term. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the City Engineer, the City may extend the Original Term for a period of an additional two (2) year, commencing on July 1, 2012, and ending on June 30, 2014 ("First Extension").

Ninety (90) days prior to the expiration of the First Extension, the City and Contractor shall meet to evaluate Contractor's performance during the First Extension. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Director of Public Works, the City may extend the First Extension for a period of an additional two(2) years, commencing on July 1, 2014, and ending on June 30, 2016 ("Second Extension").

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: _____ (*name*), _____ (*title*). It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the City Engineer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the City Engineer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by City to the City Engineer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Engineer.

5.3 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.4 Personnel. Contractor agrees to assign the following individuals to

perform the services set forth herein. Contractor shall not alter the assignment of the following personnel without the prior written approval of the City Engineer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

Name:

Title:

(to be inserted)

(to be inserted)

6. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set for the in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, which Claims arise out of or are related to Contractor's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the City Engineer such reports concerning the performance of the services required by this Agreement as the City Engineer shall require.

8.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the

City Engineer to evaluate the performance of such services. The City Engineer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the City Engineer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City Engineer.

8.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the City Engineer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Contractor may terminate this Agreement, with or without cause, upon ninety (90) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to *give* to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class

mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated *seventy-two* (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Wildomar
Attention: City Manager & City Clerk & City Engineer
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

To Contractor: *(to be inserted)*

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. In the event that anyone or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by *valid* judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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[SIGNATURE PAGE SEPARATELY ATTACHED]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Wildomar

Date: _____

By: _____
John Danielson, City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Julie Hayward Biggs, City Attorney

By: _____
Sheryll Schroeder, City Clerk

"CONTRACTOR"
(insert name)

Date: _____

By: _____
(name)

(President)

Date: _____

(name)

(secretary)

EXHIBIT "A"

CONTRACTOR'S SCOPE OF SERVICES, WORK PLAN AND PROPOSED BUDGET

Including, Schedule of Fees

For

Personnel and Equipment

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without ninety (90) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;
2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;
3. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least (one million dollars \$1 million) per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be

provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

C. Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and 37 endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Wildomar or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Wildomar, its officials, employees, and agents are named as an additional insured..." ("As respects City of Wildomar Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("As respects City of Wildomar Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Wildomar shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the

commencement of work shall not waive the Contractor's obligation to provide them.

D. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

E. Severability of Interests (Separate of Insureds). This insurance applies separately to each insured against whom claim is made or suite is brought except with respect to the limits of the insurer's liability.