



**ADMINISTRATIVE SERVICES DEPARTMENT**

**Request for Proposal (RFP)**

**Municipal Tax Consultant and Program Administration Services**

**RFP Issue Date:** August 23, 2024  
**RFP Due Date:** September 20, 2024 at 5:00 PM  
**RFP Administrator:** Megan Bressemer  
Management Analyst  
[megan.bressemer@rocklin.ca.us](mailto:megan.bressemer@rocklin.ca.us)

Interested parties may obtain a copy of this RFP by accessing the City of Rocklin website at <https://www.rocklin.ca.us/rfps>

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## **2. Introduction**

### **2.1. General Information**

The City of Rocklin (City) is seeking a qualified municipal tax consultant to provide one or more of the following tax services:

- Property Tax
- Sales and Use Tax
- Business License Tax and Administration
- Transient Occupancy Tax
- Short-term Rental Administration

The purpose of this Request for Proposal (RFP) is to identify qualified firms/consultants who can provide the City with auditing, monitoring, consulting, protection and recovery services to bolster its tax revenue collection efforts and on-call property tax, sales tax and other tax forecasting for proposed City projects and/or budget.

Contracts may be awarded to qualified firms for one or more specified services under a five-year term, or all specified services may be awarded to a single firm, based on the evaluation criteria detailed herein. The City reserves the right to adjust the contract term prior to finalizing the award.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not the proposal is selected.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the contract between the City of Rocklin and the firm selected.

## **3. Description of the Entities**

### **3.1. Background**

The City of Rocklin (City) is conveniently located at the intersection of Interstate 80 and State Highway 65 in Placer County. It is a preferred location to live, work, visit, and grow business due to its convenient location, excellent schools and universities, abundant recreational opportunities, and strong commitment to public safety. Covering approximately 20 square miles, Rocklin has a population of approximately 71,609, according to the California Department of Finance population estimate released on May 1, 2024.

The City is a general law city operating under a Council-Manager form of government. The City Council serves as the legislative and policy-making body and appoints the City Manager, who is responsible for the overall administration of the City. In addition to appointing the City Manager, the City Council also appoints the City Attorney, City Clerk, City Treasurer, and members of various commissions, committees, and boards. The City consists of ten departments: Administrative Services, City Council, City Attorney, City Clerk, City Manager, Community Development, Fire, Parks and Recreation, Police,

and Public Works. The total appropriation for the City for fiscal year (FY) 2024/25 is approximately \$115 million across all funds.

The Finance Division within the Administrative Services Department is responsible for administering the property tax, sales tax, transient occupancy tax, and business license tax. The Division is also responsible for the management of short-term rentals. The Community Development Department is responsible for administering short-term rental permits. The City manages the business license program. Consultant services are currently provided by HdL for all other listed tax services.

Interested and qualified firms are invited to submit proposals for a specific tax consulting and administration service, either individually or in combination with other tax services outlined in this RFP. Additionally, the current consultants/firms retain the option to submit a proposal at their discretion.

### **3.1.1. Property Tax**

Property assessments and tax collection are managed by the County Assessor and Tax Collector in accordance with Rocklin Municipal Code (RMC) Chapter 3.08. The current combined taxable property value, including both secured and unsecured properties, is approximately \$13.2 billion.

Rocklin Public Financing Authority. Upon the dissolution of the Rocklin Redevelopment Agency on February 1, 2021, the City appointed itself successor agency. The total taxable value is \$146 million.

### **3.1.2. Sales Tax**

The City's current sales tax rate is 7.25%, and the California Department of Tax and Fee Administration is responsible for collecting and distributing the City's sales and use tax. The services should involve Proposition 172 for Public Safety. The total estimated FY 2024/25 sales and use tax, including Proposition 172 is \$20 million.

### **3.1.3. Business License**

The City's business license (BL) program is administered by the Director of Finance or his or her designee, who acts as the collector. BL is intended solely to generate revenue for municipal purposes and is not designed for regulatory purposes.

The Finance Division oversees the administration of the BL program as codified in RMC Chapter 5.04. With limited exceptions, anyone seeking to commence, transact, engage in, or conduct any business, trade, profession, occupation, or gainful activity within the City must hold a valid BL certificate. Administration of the program includes, but is not limited to, accepting and processing new BL applications and renewals, conducting outreach, mailing certificates, managing collections, and maintaining records. As of August 1, 2024, the City has approximately 4,830 active business licenses. The total estimated FY 2024/25 BL tax is \$424 thousand.

### **3.1.4. Transient Occupancy Tax (TOT)**

The City generates approximately \$1 million annually in TOT revenue from its transient guests. Rocklin has six hotels and about 40 short-term rentals subject to 10% TOT rate. The management of TOT includes public outreach, collection, and audits. (RMC Chapter 5.24).

### **3.1.5. Short-term Rental**

Relatively a new program codified to regulate short-term rentals. There are about 40 permitted short-term rentals. The management of short-term rentals includes the discovery of any unpermitted STR operations, outreach to bring them into compliance, and collection of TOT.

## **3.2. Instructions**

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral presentations or interpretations will be made to any proposers as to the meaning of this RFP.

Direct all inquiries regarding this RFP to the RFP Administrator, Megan Bressemer, at [megan.bressemer@rocklin.ca.us](mailto:megan.bressemer@rocklin.ca.us) by September 3, 2024 with the subject line **“RFP-Municipal Tax Consultant – Questions.”**

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

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

## **4. Scope of Services**

### **4.1. Property Tax**

The property tax administration services include, but not limited to, the following:

- Establish and maintain a comprehensive database that includes major property owners in the City and each project area, detailing assessed values, major property tax payers, property tax transfers, and comparative property data within the City and each Project Area by county use-code designation. The database may include of new construction activity using data from the City Community Development department, multiple-owned and absentee-owned parcels, and calculations of estimated property tax revenues.

- Provide analysis of designated geo areas within the City, including assessed valuations and square footage computations, to support community and economic development planning.
- Periodically provide updated reports that include property tax appeals filed on properties in the City and project areas, property tax transfers since the last report, and updates to the computer program parcel transfer data.
- Periodically conduct analysis and generate misallocation error reports to identify and verify parcels on the secured property tax roll that are not properly attributed to the City, and work with Placer County to correct any discrepancies.
- Reconcile the annual auditor-controller assessed valuations report with the assessor's lien tax rolls and identify discrepancies.
- Review parcels on the unsecured property tax roll to identify and resolve inconsistencies.
- Track property transfers and new construction completions to ensure that reassessments are performed within a reasonable time.
- Assist the City with property tax-related inquiries and help estimate current year property tax revenues.

#### **4.2. Sales and Use Tax**

The sales and use tax services shall include sales tax audits, analysis and management support and revenue forecasting for both Bradley Burns and any future district taxes. The program components include, but not limited to, the following:

- Establish and maintain a comprehensive database/application for sales tax producers within the City and provide City staff access to the system to query sales and use tax information.
- Provide reports on an agreed-upon interval identifying changes in sales by major category, area growth and decline comparisons, and current graphics, tables, and top 100 listings. Quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments.
- Provide reports to assist City staff with estimating sales tax revenues and budget forecast.
- Provide analysis for the City and Redevelopment Agency to share with other economic development interest groups that analyze City's sales tax trends.
- Monitor common errors and make corrections.
- Prepare and submit to CDTFA all information necessary to correct any allocation errors that are identified and follow-up with the individual business and the CDTFA to ensure that all back quarter payments due to the City are recovered.
- Assist the City with sales and use tax related inquiries and help estimate sales tax revenues.
- Provide sales tax projections on specific projects for redevelopment negotiation and budget purposes.

#### **4.3. Business License Tax and Administration**

The Business License Tax program shall include, but not limited to, the following:

1. Maintain the City's business license (BL) database/application and provide City staff access to the system for querying BL information.
2. Send renewal notices to active business license accounts well in advance of the renewal period end date. The firm will provide all necessary forms to facilitate the renewal process and will follow City code, policies, and guidelines when processing delinquent accounts.

3. Process new business license applications and complete the new accounts in full compliance with City code, policies, and guidelines.
4. Manage all payments for new and renew accounts. The firm will update all license accounts with payment information and remit all collected revenues to the City, net of banking, and related processing fees, on a monthly basis or more frequently as required.
5. Offer businesses multiple support options for registration, renewal, payment processing, and general inquiries to ensure ease of access and customer satisfaction.
6. Provide an online portal for submitting transactions, including renewals, new account registration, and payments.
7. Provide customer support to City staff for inquiries related to business license operations and tax matters.
8. Provide a workflow notification system that collaborates with relevant departments in instances where certain permits are required in conjunction with the BL.
9. Conduct research and perform audits to identify, monitor and enforce compliance among non-compliant businesses.
10. Audit and inspect records of licensees with the City's approval as necessary, ensuring thorough oversight and compliance with all applicable regulations.

#### **4.4. Transient Occupancy Tax**

Transient Occupancy Tax (TOT) administration services include, but not limited to, provide and maintain an online TOT database/application, TOT audits, collections, outreach, analysis and management support and revenue forecasting consistent with RMC Chapter 5.24.

#### **4.5. Short-term Rentals**

The Short-term rental (STR) program may include:

1. Create and maintain a database of STR units.
2. Perform research to identify, monitor, and enforce non-compliant STR activity.
3. Collect applications for STR units.
4. Conduct ongoing assessment of STRs for compliance with City codes, requirements, and statues.
5. Manage the payment of all taxes and fees.
6. Coordinate with City staff and provide reports, analysis, documentation and access to online data as required.
7. Participate in-person meetings or calls with City staff on a periodic basis.

### **5. Assurance of Designated Project team**

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

## 6. Proposal Requirements

### 6.1. Format of proposal

Each response to this RFP shall include the information described in this section and in the specified order. Failure to include all of the information requested below may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the intent of this RFP. Any additional information that a proposing firm wishes to include that is not specifically requested should be included in an appendix to the proposal.

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

A complete written proposal must be submitted via email to the RFP Administrator. Structure your proposal according to the sections outlined below.

**1. Cover letter:** the cover letter must include the following information:

- **Title of this RFP.**
- **The specific services the firm is proposing in response to the RFP**, including property tax, sales and use tax, business license tax and administration, transient occupancy tax, and short-term rentals.
- **Contact information for the authorized representative**, including name, address, telephone and fax number, and email address of the individual who will be authorized to make representations on behalf of the organization.
- **A statement confirming that the submitting firm will perform the services and adhere to the requirements outlined in this RFP**, including acceptance of the City's standard contract terms and any addenda.
- **Signature of an authorized individual**, affirming their authority to bind the firm contractually.
- **A statement affirming that the proposal is a firm offer** valid for a 180 calendar-day period beginning on September 20, 2024.
- **A statement affirming that the firm is registered/licensed** to practice in California.

**2. Table of Contents:** the table of contents outlining the submittal, identified by sequential page numbers, section reference numbers, and section title as described herein.



### 3. Proposal

- **Section 1: Section A: Firm's Qualifications** – Describe the organization, date founded, and ownership of the firm. Describe any material change in organizational structure, ownership or management during the past three years. Provide a statement of your firm's qualifications and ability to meet each of the requested services.
- **Section 2: Experience and References** – Provide a summary of your firm's experience in providing these or similar services. Include a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed. For each reference, include brief descriptions of the project, the dates of engagement, and client's name and the client's name along with the contact person's name, address, and telephone number.
- **Section 3: Qualifications of Staff to be Involved** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to these services, including length of service with the firm and the qualifications/experience of any sub-contract staff on your project team. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-contractor shall be listed. Resumes may be included in the appendix.
- **Section 4: Understanding of Services** – Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration. Also identify any unique approaches or strengths that your firm may have related to the services proposed. City staff will assess your understanding of all aspects of the services based on your narrative.
- **Section 5: Quality Control** – Include a description of the firm's organizational structure and policies that ensure quality control of services. This should cover existence of a quality control process, the individual responsible for quality review, supervision of staff, and the frequency of periodic quality control reviews.
- **Section 6: Project Timeline and Approach** – Provide a detailed description of your firm's work plan and approach, along with a proposed timeline for completing the services outlined in the scope of services. Include a specific methodology that recommends and justifies the appropriate level of detail in your proposal. Outline the steps and timeline required to transition and onboard the City or to assist in transitioning from the current state, including your firm's expectations from the City during this process. Additionally, suggest any enhancements or additions to the existing requirements.
- **Section 7: Cost** – Provide a detailed fee schedule for all products and services to be delivered, broken down by tasks as outlined in your project plan. Include a schedule of hourly rates for all proposed staff, along with the estimated time commitment for each person on this project. Specify any ongoing maintenance costs and clearly define any reimbursable expenses requested to be covered by the City.

If cost reductions are necessary, describe how the proposal could be adjusted, identifying which tasks would be eliminated, modified, or scaled back. Additionally, identify any additional expenses not covered by the fee schedule that may be required to implement the requested municipal tax consulting, audit, and administration services.

The fee schedule should represent the total all-inclusive maximum cost of the engagement the proposed term of the contract.

## 6.2. Questions, answers, and addenda to RFP

***Questions are due on September 3, 2024 at 5:00 PM.*** Prior to the RFP submission deadline questions may arise regarding the specifications and procedural or administrative matters. All questions pertaining to this RFP shall be submitted to the RFP Administrator’s email with the subject line “**RFP-Municipal Tax Consultant – Questions.**”

RFP Administrator: Megan Bresseem, Management Analyst  
3970 Rocklin Road, Rocklin, CA 95677  
Email: [megan.bresseem@rocklin.ca.us](mailto:megan.bresseem@rocklin.ca.us)  
Phone: (916) 625–5029

Proposers shall contact the RFP Administrator for all technical matters related to the use and function of this RFP; Proposer shall not contact any other City staff with questions. The RFP Administrator will provide formal responses to questions. Changes to the RFP itself shall only be made by the City via formal addenda. Addenda will be published by September 6, 2024 and distributed through the website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

It is sole responsibility of the Proposer to ensure that they have received the entire RFP, including any and all questions, answers and addenda by visiting the City of Rocklin website.

## 6.3. Submission of Proposals

***Proposals are due on September 20, 2024 at 5:00 PM.*** It is the sole responsibility of the Bidder to ensure that their BID and/or Proposal is submitted to the RFP Administrator’s email before the stated deadline. In the event you encounter any complications with the email or required further assistance, please contact the RFP Administrator at (916) 625–5029, Monday – Friday between 9:00 am – 4:30 pm (PST). The City shall not be held liable for complications arising due to connectivity or network issues. Should you have any questions regarding the RFP or contract process, please contact the RFP Administrator below:

RFP Administrator: Megan Bresseem, Management Analyst  
3970 Rocklin Road, Rocklin, CA 95677  
Email: [megan.bresseem@rocklin.ca.us](mailto:megan.bresseem@rocklin.ca.us)  
Phone: (916) 625–5029

#### 6.4. Key Dates

Below is a general timeline outlining the process steps with estimated dates for each step of the RFP process. By participating in the RFP process, consultants agree that they can adhere to the following general timeline and the meeting times they reserve through this process.

Task	Due Date
Release of RFP	August 23, 2024
Deadline for written questions	September 3, 2024
Posting of response to questions	September 6, 2024
Proposal due date	September 20, 2024
Interviews as needed	TBD
Contract negotiations	TBD
City Council approval	November/December 2024

#### 7. Evaluation Procedures

##### 7.1. Evaluation Criteria

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

Qualified firms may be selected for one or more specified services or all specified services, based on the evaluation criteria for each of the services.

PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Qualifications and experience of the proposing Contractor firm or team conducting similar projects of comparable complexity and magnitude, particularly for government agencies.	30%
Understanding of the requested Scope of Services	10%
Quality Control	10%
Approach and Timeline	20%
Cost of Engagement	20%
Completeness of the proposal	10%

Incomplete or missing required submittal documentation may result in a proposal disqualification, deemed non-responsive or penalized in the evaluation of the proposal. Award may not be made to the respondent submitting the lowest price proposal. The City will choose the firm submitting the best and most responsive overall proposal to satisfy its needs.

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

## **7.2. Selection process**

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

## **8. General Provisions**

- 8.1. The City of Rocklin reserves the right to reject any or all proposals and will not be liable for any costs incurred by responding firms relating to the preparation and submittal of proposals, making of initial presentation to the City, negotiating a contract for services, or any other expense incurred by the bidder prior to the date of an executed contract. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

- 8.2. Proposals must be valid for 180 calendar days beginning September 20, 2024.
- 8.3. Contracts may be awarded to qualified firms for one or more specified services, or all specified services may be awarded to a single firm, based on the evaluation criteria for each of the services.
- 8.4. The City reserves the right to expand or diminish the scope of the work subject to negotiation with the successful bidder.
- 8.5. The City is not required to select the proposal that may indicate the lowest price or costs. The City expressly reserves the right to reject all proposals at its sole discretion and opinion, without indicating any reason(s) for such rejection. If all proposals are rejected, the City may or may not request additional proposals. The City may withdraw this RFP at any time without advance notice.
- 8.6. The successful firm shall defend, indemnify, save and hold harmless the City of Rocklin, its officers, agents, and employees, from any demands, claims, suits, damages, or actions that may be brought by third persons on account of bodily injury or death; personal injury; damage to property or personal interest; or violation of any law, regulation or ordinance; where the third person's loss, demand, claim, suit, damages, or action arises in whole or part out of any negligent or other act or omission of the contracting agency or its officers, employees, and agents, while performing the services agreed to save and except those actions arising out of the sole negligence of the City.
- 8.7. The successful firm shall submit appropriate evidence of required insurance coverage, licenses, or permits prior to the effectuation of any contract for services described herein, as required by the City. A copy of the City's Professional Services Agreement is included as Exhibit A, and by submitting a bid a bidder is consenting to abiding by the provisions therein.
- 8.8. The successful firm shall not transfer the responsibility for any part of their contractual obligation without prior written approval of the City Manager of the City of Rocklin.
- 8.9. The City reserves the right to terminate the agreement upon giving the successful firm a 45-day written notice of termination.
- 8.10. In the event it becomes necessary to revise any part of this RFP, written addenda will be issued. It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.
- 8.11. Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Rocklin. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the RFP Administrator.

- 8.12. This RFP cannot identify each specific, individual task required to successfully and completely implement this Project or Engagement. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals.
- 8.13. The City of Rocklin is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if it is deemed most advantageous to the City.
- 8.14. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
- 8.15. Questions related to the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact. Proposers shall not contact any City personnel or the RFP Administrator or those from the Administrative Services Department for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposals.
- 8.16. Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.
- 8.17. The selected Contractor(s) for this Project shall furnish proof of insurance in accordance with the specific types and limits set forth in this RFP after the Notice of Intent to Award is issued. Contractor(s) shall be considered ineligible for the contract award if the insurance requirements are not met. In addition to the standard requirements of general liability, auto liability and workers' compensation, the City will require professional liability/errors and omissions insurance for this agreement.

For self-insured policies with deductibles exceeding \$100,000, the selected Contractor(s) shall provide an audited financial statement to the RFP administrator for financial review and approval prior to the contract award.

- 8.18. Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Contractor licensing, permits and business licensing.

8.19. Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services as part of the Project described in this RFP. City will not be responsible for reimbursing Contractors for any charges not included in the Proposal pricing that are incurred in securing these requirements.

8.20. The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

Thank you very much for taking your valuable time to respond to this RFP.

## **9. City of Rocklin Standard Contract Template**

The standard contract template is on the next page.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and [ ] "Contractor," who mutually agree as follows:

### 1. SCOPE OF SERVICES

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

### 2. COMPENSATION

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

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

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

- i. Job/project name or description;
- ii. City's current purchase order and/or work order number (if applicable);
- iii. Contractor's invoice number;
- iv. Date of invoice issuance;
- v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- vi. Amount of invoice, itemizing all authorized reimbursable expenses; and



vii. Total billed to date under agreement.

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

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

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

### 3. FACILITIES AND EQUIPMENT

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

### 4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until [ ] unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

### 5. SUSPENSION/TERMINATION

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

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

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

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

## **6. INDEPENDENT CONTRACTOR**

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

## **7. AMENDMENTS, CHANGES OR MODIFICATIONS**

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

## **8. EXTENSIONS OF TIME**

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

## **9. PROPERTY OF CITY**

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other

such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

## **10. COMPLIANCE WITH ALL LAWS**

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

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

## **11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR**

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

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

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

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

provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

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

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

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

## **12. SUBCONTRACTING**

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

## **13. ASSIGNABILITY**

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

## **14. INTEREST IN CONTRACT**

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the

performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

#### **15. MATERIALS CONFIDENTIAL**

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

#### **16. LIABILITY OF CONTRACTOR-NEGLIGENCE**

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

#### **17. INDEMNITY AND LITIGATION, COSTS**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

#### **18. CONTRACTOR TO PROVIDE INSURANCE**

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

##### **A. Minimum Scope and Limit of Insurance**

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

ii. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

iv. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

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

## B. Other Insurance Provisions

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

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

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

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary

and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

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

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

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

viii. **Claims Made Policies.** If any of the required policies for professional liability insurance provide claims-made coverage:

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

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

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

## 19. GENERAL/MISCELLANEOUS PROVISIONS

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

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

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

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

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



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

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

City: City of Rocklin

City of Rocklin  
Office of the City Attorney  
3970 Rocklin Road  
Rocklin, CA 95677

Contractor:

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

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

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

K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a

manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

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

CONTRACTOR

By: \_\_\_\_\_  
[Name, Title]

By: \_\_\_\_\_  
[Name, Title]

CITY OF ROCKLIN

By: \_\_\_\_\_  
Aly Zimmermann, City Manager

ATTEST:

By: \_\_\_\_\_  
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Matthew McOmber, City Attorney

**EXHIBIT A**  
**Scope of Work**

**EXHIBIT B**

**Schedule of Performance**

**EXHIBIT C**  
**Schedule of Fees**

**EXHIBIT \_\_**

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

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

CONTRACTOR

By: \_\_\_\_\_  
[Name, Title]

SAMPLE