



## Town of Loomis

### REQUEST FOR PROPOSALS

**Project ID: 22-09  
Horseshoe Bar Road / I-80 Interchange  
Project Study Report (PSR)**

**Date Released: July 1<sup>st</sup>, 2024**

**Town of Loomis  
Deliver to:  
Attn: Richard Ly-Lee, P.E.  
Town of Loomis  
Engineering Division  
3665 Taylor Road  
Loomis, CA 95650  
townengineer@loomis.ca.gov**

**Proposals are due prior to 4:00 P.M., August 2<sup>nd</sup>, 2024**

**TABLE OF CONTENTS**

Request for Proposals

Horseshoe Bar Road / I-80 Interchange  
Project Study Report (PSR)

Introduction ..... 3

Project Description and Background..... 5

Scope of Work ..... 6

Appendix A – Proposal Requirements..... 10

Appendix B – Proposal Evaluation..... 13

Appendix C – Project Schedule ..... 17

Attachment 1 – Vicinity & Location Maps/Existing Conditions/Photos

Attachment 2 – Sample Contract Agreement



## INTRODUCTION

The Town of Loomis is requesting proposals (RFP) for professional consulting services for a preliminary study report (PSR).

The PSR in support of the Horseshoe Bar Road / I-80 Interchange Project between the intersection of Horseshoe Bar Road and Doc Barnes Drive to the intersection of Horseshoe Bar Road and Evans Drive. The project will be funded with local general funds requiring the Consultant to follow all pertinent local, State, and Federal laws and regulations. Future phases are anticipated to be funded with multiple funding sources. The local agencies assumed current DBE Goal is 8%, may vary depending on the level of effort analysis with successful proposer.

The total amount payable to the Consultant shall not exceed the contract amount agreed upon by the Town Council at \$250,000 and with a performance period of the contract from the date approved by the Town Council to the preliminary study report completion whichever is the lesser. If needed, additional support costs may be requested if approved by the Town Council.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants the Town of Loomis has specifically e-mailed a copy of the RFP to and will be posted on the Town of Loomis website at:

<https://loomis.ca.gov/open-bids-and-rfps/>

It shall be the Consultant's responsibility to check the Town of Loomis website to obtain any addenda that may be issued. The town is not responsible for cost incurred in the preparation of the proposal document.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the Town of Loomis prior to **4:00 P.M., August 2<sup>nd</sup>, 2024**. Proposals shall be submitted in a sealed package clearly marked Horseshoe Bar Road / I-80 Interchange Project Study Report (PSR) and addressed as follows:

Attn: Richard Ly-Lee, P.E.  
Town of Loomis  
Engineering Division  
3665 Taylor Road  
Loomis, CA 95650  
[townengineer@loomis.ca.gov](mailto:townengineer@loomis.ca.gov)

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to **4:00 P.M., July 26<sup>th</sup>, 2024**.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the Town of Loomis to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town of Loomis reserves the right to



accept or reject any or all proposals received because of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town of Loomis to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Town of Loomis.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The **anticipated** consultant selection schedule is as follows:

Proposal review and evaluation: August 5<sup>th</sup>, 2024 - August 23<sup>rd</sup>, 2024

Oral interviews: August 26<sup>th</sup>, 2024 – September 13<sup>th</sup>, 2024

Cost Negotiation with first ranked consultant: September 16<sup>th</sup>, 2024 – September 27<sup>th</sup>, 2024

Contract Award and Notice to Proceed: October 8<sup>th</sup>, 2024

Any questions related to this RFP shall be submitted in writing to the attention of Richard Ly-Lee via email at [townengineer@loomis.ca.gov](mailto:townengineer@loomis.ca.gov). Questions shall be submitted before **4:00 PM on July 26<sup>th</sup>, 2024**.

No oral question or inquiry about this RFP/RFQ shall be accepted.



## PROJECT DESCRIPTION AND BACKGROUND

### PROJECT DESCRIPTION

The Horseshoe Bar Road and I-80 Interchange Project extends from the intersection of Horseshoe Bar Road and Doc Barnes Drive to the intersection of Horseshoe Bar Road and Evans Drive. Located in Placer County, California, this interchange is pivotal for regional transportation, providing essential connectivity to Interstate 80, a critical corridor supporting local and interstate commerce.

The Town of Loomis has received local funding through development impact fees to complete a PSR to determine the design alternatives, costs, schedules, right-of-way needs, and additional documentation needed to request for funding. It is anticipated that future phases will be funded by multiple funding sources. This contract will be for the planning (single) phase. The Town reserves the right to negotiate the multiple phases such the Project Approval and Environmental Documents (PA&ED) Phase and future phases and Plans, Specifications, and Estimates (PS&E) with the successful proposer, following the completion of the PSR without issuing a solicitation for new proposals.

At completion of the evaluation process, the Town of Loomis will select a Respondent to award, or enter negotiations for award of, a Professional Services Agreement for a Project Study Report (PSR) (see Attachment 2).

### BACKGROUND

The roadway classification of Horseshoe Bar Road leading to the interchange is a key major arterial road within the local transportation network. It serves as the only thoroughfare in town limits, connecting the residents Interstate 80 and facilitating efficient movement of goods and commuters across the county.

The current cross section of Horseshoe Bar Road consists of two lanes with varying widths, accompanied sporadically by sidewalks along its length. The Horseshoe Bar overcrossing, Caltrans Bridge Number 19-0097, is also configured as a two-lane road with a single approximately five-foot-wide sidewalk situated on the northeast side.

The Town identified the need for the Horseshoe Bar Road / I-80 Interchange Project as outlined in its General Plan 2020-2040 and the 2022 Local Road Safety Plan. Wood Rodgers conducted the study and finalized the safety plan which was approved by the Town Council via Resolution #22-39 on August 9, 2022. This interchange has been designated as deficient by 2040 and has exhibited the highest collision rates among town roadways over the past five years. Horseshoe Bar Road / I-80 Interchange Project is a top priority for the Town of Loomis community. It aims to redesign the current interchange to enhance traffic safety and efficiency of existing traffic flow.



## SCOPE OF WORK

### General:

The Town of Loomis is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Horseshoe Bar Road/I-80 Interchange project to the completion of the PSR phase.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the Town of Loomis, included in the sample contract in Attachment 2.

### Services to be Provided:

The Consultant selected shall provide all services to complete preliminary engineering, environmental and right-of-way (as necessary) for the Horseshoe Bar Road/I-80 Interchange project.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Project Management** – The Town Engineer will serve as the contract manager and direct liaison between the Consultant and Caltrans District 3, Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the Town of Loomis and consultant sub-contractors, and preparing all submissions for the Town of Loomis to submit to Caltrans Local Assistance. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.
- **Preliminary Engineering Studies** – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
- **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
- **Preliminary Environmental Studies and Documentation** – Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and potentially preparing any required technical studies to complete the NEPA/CEQA document.
- **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed.



**Right of Way Phase & Determination** – Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary.

- **Design** – Design the improvements and prepare the preliminary plans and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which aligns with project goals.
- **Coordination with Adjacent Properties** – Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
- **Collaboration with the Planning Department** – Collaborate with the Town of Loomis planning department regarding upcoming developments and their effects on the interchange. This includes addressing development requirements such as right-of-way, traffic impact, and safety concerns.
- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract. The Town reserves the right to negotiate the multiple phases such the Project Approval and Environmental Documents (PA &ED) Phase and future phases and Plans, Specifications, and Estimates (PS&E) with the successful proposer, following the completion of the PSR without issuing a solicitation for new proposals.
- **Method of Payment** – Actual Cost-Plus Fixed Fee. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

Consultant shall identify in proposal if there are any other items that they anticipate will need to be addressed to obtain an encroachment permit from Caltrans.

**Minimum Qualifications of Personnel** – The Consultant shall meet the appropriate minimum qualifications as required by this contract. For additional information about minimum qualifications, see Section 3 of Appendix A – Proposal Requirements.

**Equipment Requirements** - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

**Quality Control/Assurance Measures** – Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

**Materials to be provided by the Agency** - Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available from the Town of Loomis) that may be furnished or made available by the Town of Loomis and were listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

**Conflict of Interest Requirements** - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services



and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the Town of Loomis on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.







## APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

### 1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Attn: Richard Ly-Lee, P.E.  
Town of Loomis  
Engineering Division  
3665 Taylor Road  
Loomis, CA 95650  
[townengineer@loomis.ca.gov](mailto:townengineer@loomis.ca.gov)

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### 2. Executive Summary

### 3. Consultant Information, Qualifications & Experience

The Town of Loomis will only consider submittals from consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

The following shall be considered minimum required qualifications for your proposal to be considered responsive: Proposer must have at least five (5) years of continuous experience as an engineering firm in roadway design and partnerships with Caltrans additionally with experience preparing Project Study Reports. Experience shall be demonstrated in the proposal with one or more PSR's completed within the last Five (5) years.



#### **4. Organization and Approach**

1. Describe the role and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

#### **5. Scope of Work**

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
  - a. Describe critical engineering design issues associated with the project and how you will address these.
  - b. Describe critical environmental issues and how you will address these.
  - c. How cost and schedule could be minimized.

#### **6. Schedule of Work**

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

#### **7. Conflict of Interest Statement**

The proposed Consultant shall disclose any financial, business or other relationship with the Town of Loomis that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposed Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

#### **8. Litigation**

Indicate if the proposed Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

#### **9. Contract Agreement**

Indicate if the proposed Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

#### **10. Federal-Aid Provisions**



The proposed Consultant's services are locally funded but maybe federally funded in future phases, which necessitate compliance with additional requirements. Special attention is directed to Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposed Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are available on the Caltrans Local Assistance website.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-01). **The local agency's current assumed DBE Goal is 8%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that the proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

## 11. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the Town of Loomis is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Reference sample cost estimate in Attachment 3 LAPM 10-H, Example #1. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.



## APPENDIX B – PROPOSAL EVALUATION

### Evaluation Process

All proposals will be evaluated by the Town of Loomis Selection Committee. The Committee may be composed of Town of Loomis staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Town of Loomis Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Town of Loomis requirements as set forth in this RFP.

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.



The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Criteria	Evaluation	Weight
1	Completeness of Response		Pass/Fail
2	Qualifications & Experience		20
3	Organization & Approach		15
4	Scope of Services to be Provided		15
5	Schedule of Work		10
6	Conflict of Interest Statement		Pass/Fail
7	Local Presence		5
8	References		10
		<b>Subtotal:</b>	<b>75</b>

No.	Interview Criteria	Evaluation	Weight
9	Presentation by team		10
10	Q&A Response to panel questions		15
		<b>Subtotal:</b>	<b>25</b>
		<b>Total:</b>	<b>100</b>

**1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

**2. Qualifications & Experience (20 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

**3. Organization & Approach (15 points)**

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team



- i. Proposes adequate and appropriate disciplines of project team.
    - ii. Some or all of the team members have previously worked together on similar project(s).
    - iii. The overall organization of the team is relevant to Town of Loomis needs.
  - c. Project and Management Approach
    - i. The team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
    - ii. Team successfully addresses Site Planning and Programming efforts.
    - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
  - d. Roles of Key Individuals on the Team
    - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
    - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
  - e. Working Relationship with Town of Loomis.
    - i. The team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
    - ii. Team leadership understands the nature of public sector work and its decision-making process.
    - iii. Proposal responds to the need to assist Town of Loomis during the project.

#### **4. Scope of Services to be Provided (15 points)**

- a. Detailed Scope of Services to be Provided
  - i. The proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
  - i. The proposer has a system or process for managing cost and budget.
  - ii. Evidence of successful budget management for a similar project.

#### **5. Schedule of Work (10 points)**

- a. Schedule shows completion of the work within or preferably prior to the Town of Loomis overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

#### **6. Conflict of Interest Statement (Pass/Fail)**

- a. Discloses any financial, business or other relationship with the Town of Loomis that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

#### **7. Local Presence (5 points)**



- a. A statement addressing a firm’s ability to establish an office within the County or surrounding area.

**8. References (10 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

**9. Presentation by Team (10 points)**

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

**10. Q&A Response to Panel Questions (15 points)**

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
<b>Total:</b>			100	

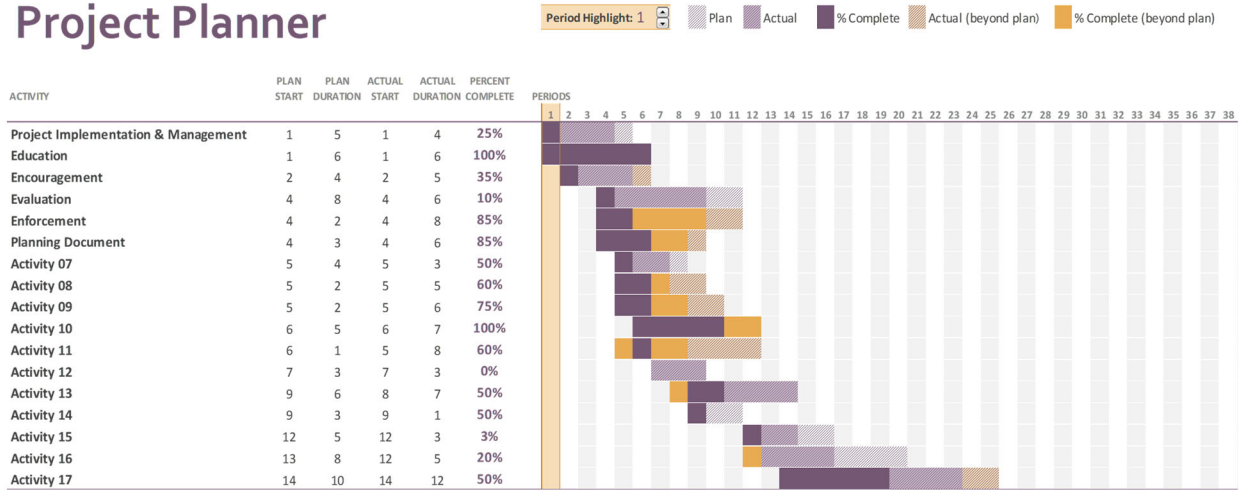




**APPENDIX C – RFP & PROJECT SCHEDULE**

**Project Schedule** – A Gantt chart should be used for evaluations to compare project deliverables, cost, and time frames and can be done in Excel.

**Project Planner**





**ATTACHMENT 1 - Vicinity & Location Maps/Existing Conditions/Photos**





**ATTACHMENT 2 - Sample Contract Agreement**

## CONTRACT FOR SERVICES

This CONTRACT is made as of \_\_\_\_\_ (Effective Date), by and between the TOWN OF LOOMIS ("Town"), and \_\_\_\_\_ ("Consultant").

WITNESSETH:

WHEREAS, the Town desires to hire a consultant to provide \_\_\_\_\_

\_\_\_\_\_ ; and

WHEREAS, the Consultant has presented a proposal for such services to the Town dated \_\_\_\_\_, and is duly certified, skilled, qualified, and experienced to perform those services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit A. This Contract 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.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. 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 Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant 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 Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the Town, with a Schedule of Performance that shall ~~continue over a one-year term~~ ending on \_\_\_\_\_.

B. Consultant's failure to complete work in accordance with the Schedule of Performance stated above may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual time spent and approved materials expenses required, but in no event shall total compensation exceed \_\_\_\_\_ (\$ \_\_\_\_\_). This amount to be billed based upon the Consultant's hourly rate, as stated in the Fee Schedule, which is attached hereto an incorporated herein as Exhibit B.

B. Said amount shall be paid upon submittal of monthly invoices summarizing the time and expenses incurred that month. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

D. Payment for work in excess of the maximum compensation set forth above shall not be made without a contract amendment authorizing the excess payment. In the event the Consultant's charges are projected to exceed the maximum compensation prior to the expiration of the contract's term, the Town may suspend the Consultant's performance until such time that the Town approves an amendment to the compensation terms of this Contract.

### **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than sixty (60) calendar days written notice (delivered by email with receipt acknowledged) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

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

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled

to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. 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.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF TOWN:**

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

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant 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 and Best Management Practices of the Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local laws.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract unless an alternative qualified representative is approved in advance. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by

Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

#### **10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town 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 Consultant.

#### **11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town 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 Town.

#### **12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, 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. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

#### **13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

#### **14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

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

be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town 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 Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

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

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.



## 2. General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$2,000,000 per occurrence and \$4,000,000 general and products/completed operations aggregates.

b. The general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 3. Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per accident.

b. The automobile insurance shall include the same endorsements required for the general liability policy (See Section 16.B.2.b.).

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant 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, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees 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.

B. Consultant 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, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town 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 Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. 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. 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:

Town of Loomis:

Merrill Buck, Town Engineer  
3665 Taylor Road  
Loomis, CA 95650  
(916) 824-1518  
townengineer@loomis.ca.gov

Consultant: \_\_\_\_\_

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County, California, regardless of where else venue may lie.

H. 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.

I. This Contract may be signed in counterparts, and may be signed electronically. By signing this document in electronic form, the parties agree that this Contract may be transmitted and signed electronically by all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California law and regulations, including but not limited to Civil Code section 1633.7.

TOWN:

By: \_\_\_\_\_  
Wes Heathcock, Town Manager

ATTEST:

By: \_\_\_\_\_  
Carol Parker, Deputy Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, Town Attorney

CONSULTANT:

By: \_\_\_\_\_

Consultant Scope of Work

Fee Proposal