CITY OF REDWOOD CITY, CALIFORNIA
ENGINEERING & TRANSPORTATION DEPARTMENT

Request for Proposal (RFP)

ANNUAL SANITARY SEWER REPLACEMENT PROJECT (SEWER BASINS 3 AND DT)

ISSUED ON:
October 14, 2026

PROPOSALS DUE – Must be received by mail or hand delivered:
November 10, 2026, 3:00 p.m. PST
Late proposals will not be accepted.

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1. INTRODUCTION

About Redwood City—Community Profile

Redwood City, with a population of 86,754, is the third-largest city within the county of San Mateo. The city is approximately 33 square miles, of which 19 square miles include the main land mass (excluding islands). Over 70 percent of Redwood City is open space. The community includes a vibrant Downtown featuring various entertainment, retail and restaurant opportunities. New commercial and residential development has increased the number of residents and workers in the Downtown. Residents can take advantage of a wide range of community amenities that include parks, libraries, community centers, historic districts and commuter rail service to other cities from San Francisco to Gilroy. Redwood City is known as a progressive and inclusive community, reflective of its diverse population.

The City of Redwood City ("City"), California is a Charter City founded in 1867 under the laws of the State of California and is run by a Council/Manager form of government.

The Engineering and Transportation Department and the Public Works Services Department are responsible for maintaining the City's infrastructure, including underground utilities (i.e. sewer, storm, potable water, and recycled water), levees, lagoons, creeks, and urban facilities (i.e. parks, streetscapes, road and parking lot pavement, vehicular and non-motorized transportation, buildings, and bridges).

2. PROJECT OVERVIEW

The City of Redwood City is seeking proposals from qualified engineering Consultant(s) to develop the design, plans, specifications, and cost estimates for the Annual Sanitary Sewer Replacement Project (Sewer Basins 3 and DT) at a competitive price.

The Annual Sanitary Sewer Replacement Project (Sewer Basins 3 and DT) includes the repair or replacement of sanitary sewer pipelines with National Association of Sewer Service Companies ("NASSCO") Pipeline Assessment Certification Program ("PACP") structural grade 4 and 5 deficiencies. Within the project area as shown in Figure 1 and 2, the City's current sanitary sewer system consists of 6- to 18-inch diameter pipelines, manholes, and lateral connections. Each Figure includes color-coded lines indicating structural defect grade (5 in red and 4 in blue), spot repair (SR), and replacement (R). Table 1 summarizes the pipeline segments preliminarily proposed for point repairs or replacement by sewer basin, number of segments, pipe diameter, and length.

All interested, qualified firms are invited to submit proposals to provide design services for the project. The firm selected will provide design services to the City for the Annual Sanitary Sewer Replacement Project for the period of the contract. Refer to Section 6 Scope of Services for a detailed description of the services requested.

The contract award will be based on a combination of factors that represent the best overall value for completing the scope of work as determined by the City. The City reserves the right to select none of the submitted proposals for services.

Table 1. Summary of Segments for the Annual Sewer Replacement Project (Sewer Basins 3 and DT)

Sewer Basins	Diameter (Inch)	Point Repairs		Replacement		
		No. of Segment(s)	Total Length (Ft)	No. of Segment(s)	New Diameter (Inch)	Total Length (Ft)
3	6	23	5,456	1	6	355
				4	8	573
	8	-	-	1	8	12
	10	3	961	5	12	1,609
				3	15	642
DT	6	7	1,980	3	6	593
				5	8	989
	8	3	1,090	1	8	33
	12	3	572	2	12	352
	18	1	368	1	18	19
	Totals	40	10,427	26		5,177

Copies of this Request for Proposal are available online at:
http://www.redwoodcity.org/business/bids-proposals.
All addenda related to this procurement will be posted online to the City's website.

3. DEFINITIONS

The following definitions shall apply to this Request for Proposals and its attachments.

TERM	DEFINITION
City	City of Redwood City
City Council	City Council for the City of Redwood City
RFP	Request for Proposal
Proposer	Party submitting a response to this Request for Proposal
Consultant	Proposer submitting the response selected by the City

4. ATTACHMENTS

The downloadable attachments linked below are referenced within this RFP.

Attachment	Link
Block Maps	DOWNLOAD HERE
Project Maps (Figure 1 and 2)	DOWNLOAD HERE
Inspection Reports	DOWNLOAD HERE
As-built	DOWNLOAD HERE

5. TIMELINE

The City reserves the right to modify any of the dates in the schedule as deemed necessary.

ACTION	DATE
Issue RFP	**October 14, 2026**
Questions Due	October 28, 2026
Responses to Questions Issued	November 4, 2026

Proposals Due	November 10, 2026 at 3:00 p.m. PST
Interviews (if needed)	Week of November 16, 2026
Consultant Selection	Week of November 30, 2026
Award	December 2026

6. SCOPE OF SERVICES

The Consultant is to provide the following scope of services described herein as minimum necessary to meet the City's objectives. The Consultant is expected to expand on the scope by incorporating their expertise and may provide additional services that are not included in the work with the consent of the City's Engineer or designee. The Consultant's proposal may include additional work shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

TASK 1 – PROJECT MANAGEMENT

The Consultant shall provide comprehensive, effective and efficient project management. This task includes but is not limited to the following:

1. Project Coordination: The Consultant shall communicate project issues with the City; develop project work plan; prepare a project schedule as well as monitoring and updating project schedule; track tasks and provide project status updates; manage and coordinate the project team including Consultant staff and sub-contractors; manage resources to complete scope of work within budget and without delay to the project schedule; seek clarification from City staff; respond to City staff questions following City meetings and perform other coordination as necessary.

2. Quality Assurance/Quality Control: The Consultant shall perform quality control reviews and quality assurance checks prior to each submittal. Quality controls from each discipline, including any subconsultants, will be incorporated into each phase of the work to ensure quality and contract compliance. Provide formal tracking and final resolution of review comments and subsequent actions for each submittal.

Deliverables:

- *Monthly schedule updates, progress reports, and invoices; QA/QC tracking documents*

TASK 2 – PROJECT MEETINGS

The Consultant shall schedule, facilitate, coordinate, and attend all identified project meetings with the City's representatives. Topics of discussion will include submittal comments, project progress, issues which may affect the project schedule and budget, and any other agenda items for discussion. The Consultant shall be responsible for developing meeting agendas and keeping meeting minutes for all meetings. Meeting agendas shall be submitted to the City within 2 business days before a meeting is held and meeting minutes within 3 working days after the meeting. The Consultant shall attend meetings, as needed, with other permitting agencies, including but not limited to the Department of Industrial Relations to obtain permit approvals. The following meetings, at a minimum, shall be included in the base services to be provided by the Consultant:

1. Project Kick-Off Meeting (one meeting): Upon receiving Notice to Proceed, the Consultant is expected to review all base data provided by the City and prepare for the kick-off meeting with the City. This meeting shall occur within one (1) week of issuance of the Notice to Proceed. This meeting assures the complete understanding of the scope of the Project and relevant milestones. The Consultant shall prepare the following topics:
    a. Review and discuss the scope of work (tasks, deliverables, meetings, etc.)
    b. Review and discuss the schedule (updates, critical path items, subconsultant work, etc.)
    c. Review and clarify the respective responsibilities of the City and Consultant
    d. Discuss data requests and delivery methods
    e. Visit the project site and assess existing conditions

2. Bi-weekly Virtual Project Design Team Meetings: The Consultant will be responsible for hosting a biweekly Project Team Meeting, with the Consultant and sub-contractor staff as deemed appropriate by the Consultant for the current and upcoming Project design tasks. This meeting will focus on Project milestone schedule tracking and advancement of the Project design. The Consultant will review Project design progress from the previous meeting, present opportunities for value engineering, and have an opportunity to address questions to City staff for input and/decision making. Duration is anticipated to require one (1) hour, although the Consultant shall clearly describe the number of meetings and duration anticipated for the project.

Deliverables:

- *Meeting agendas and minutes*

TASK 3 – SURVEYING, UTILITIES REASEARCH, AND GEOTECHNICAL INVESTIGATION

The Consultant shall provide the surveying and utilities research for the project. The tasks include, but are not limited to the following:

1. Review of Existing Utilities and Inspection Reports: The Consultant shall request, research, and review existing utilities from City as-built plans, inspection reports, and private utility companies. The Consultant shall determine the depths of pressurized utilities, dry utilities, and gravity systems. If the existing utilities are in question after the field survey, the Consultant may, with approval from the City, contract with a potholing company to confirm the location and depth of the utilities. The Consultant will also review and investigate entitlements and easements.

2. Topographic Base Mapping: The Consultant shall prepare a base map for design. The survey will show major topographic features, which includes the location of drain inlets, trees, water valves, manholes, sewer main connections, cleanouts, etc. Base mapping approximately 20 feet beyond the limits of the project shall be included.

3. Geotechnical Investigation: The Consultant shall evaluate existing information, including, but not limited to, past geotechnical reports, and consider potential construction methods to identify the appropriate geotechnical investigation for the project. If the locations have insufficient subsurface condition records for design and construction, the

Consultant will provide recommendations to City staff for review if geotechnical investigations are necessary. The City will determine the next steps. The Consultant shall conduct the selected geotechnical investigation, if necessary, including obtaining necessary permits from the County of San Mateo's Environmental Health.

Deliverables:

- *Ground Penetrating Radar (GPR) Utility Locating Report, digital copy of utility research and field data notes, and Geotechnical Investigation Report in PDF if applicable*
- *Digital (i.e. AutoCAD, PDF, etc.) copies of the topographic base mapping and all associated utility research*

TASK 4 – BASIS OF DESIGN SUBMITTAL

The Consultant shall propose the locations, lengths, and construction methods for all point repairs and pipe replacements after the review of existing data. The Consultant shall prepare a Basis of Design (BOD) report to ensure the project aligns with City expectations, complies with relevant regulations, and achieves technical objectives. The BOD shall identify all assumptions, guidelines, standards, potential conflicts with existing infrastructure, and engineering criteria proposed for project engineering design development. The BOD shall also include all references, preliminary demolition and improvement plans, and a cost estimate of the project. The City will review and approve the Basis of Design prior to commencement of work on the 60 % Design Submittal.

Deliverables:

- *Digital (i.e. AutoCAD, PDF, Word, etc.) copies of the Basis of Design report*
- *One meeting shall be scheduled with City staff after review of the Basis of Design report prior to proceeding with the 60% Design Submittal.*

TASK 5 – 60% DESIGN SUBMITTAL

This initial design will be used as the basis for the development of the Final Design. The tasks include, but are not limited to, the following:

1. 60% Design Plan Submittal: The Consultant shall develop 60% Design Plan Submittal which shall include, but not limited to:
    a. Cover Sheet: Project title and description; sheet index; overall project map with City limits, alignments, and stationing; vicinity map; Consultant and sub-contractor information; utility company contacts; approvals/signatures blocks; WDID number; and other items as determined necessary by the City.

    b. General Notes Sheets: City standard notes; Consultant's general construction notes; legends; abbreviations; and other items as determined necessary by the City.

    c. Typical Plan and Profile Sheets:
    Plan view: Show existing survey benchmarks; existing conditions; existing grades at project construction limits; existing utilities and utilities to be adjusted; proposed sanitary sewer pipeline improvements; sheet-specific construction

notes; general information and references to plan details. The plans will be drafted at a mapping scale of 1”=20’.

Profile view: Show existing grade and proposed horizontal and vertical profile information at centerline of road; proposed grades; proposed sanitary sewer structure locations, rim grades, pipe sizes, pipe lengths, pipe slopes, and pipe materials. The plans will be drafted at a mapping scale of 1”=20’ horizontal and 1”=4’ vertical.

d. Construction Details Sheets: These sheets shall include the City’s standard details needed for all the proposed work and are not limited to details for trenching, sewer main installation, sewer lateral connection, manholes and any other details deemed necessary to adequately direct construction activities. All details reference on the plans shall be included on the details sheets. All plans shall be prepared in sufficient detail to provide the necessary guidance for construction as determined by the City Engineer.

e. Construction Best Management Practices (BMPs)

2. Specifications: The Consultant shall prepare the following potions of the construction specifications for all the items listed in the bid schedule and the cost estimate. The City will provide the Consultant with the City’s Bid template in MS Word electronic file format, in which the Consultant shall complete the following sections to correspond with the construction plans:
    a. Introductory Information
    b. Bidding Requirements
    c. Bid Forms and Bid Submittals
    d. Contract Forms
    e. Conditions of the Contract
    f. General Requirements
    g. Technical Specifications
    h. Appendices

3. Engineer’s Estimate: The Consultant shall provide the City with a detailed cost estimate and bid item schedule for the work included in the Project.

4. Project Construction Schedule: The Consultant shall provide the City with a detailed construction schedule for the work included in the Project. The construction schedule shall include a breakdown of tasks, estimated durations and sequence in which tasks will be completed.

Deliverables:

- *Digital copies of the documents necessary to obtain required permit(s)*
- *Digital (i.e. AutoCAD, PDF, Word, etc.) copies of the, sixty percent (60%) plan set, specifications, and Engineer’s Estimate*

- *One meeting shall be scheduled with City staff after review of the 60% submittal prior to proceeding with the 90% Design Submittal*

TASK 6 – 90% DESIGN SUBMITTAL

With the City's approval, the Consultant shall proceed with the 90% Design Submittal. The Consultant shall incorporate 60% Design Submittal review comments from the City. Specific tasks in this phase include, but are not limited to, the following:

1. 90% Design Submittal: Prepare for review by City, 90% Design Submittal consisting of complete construction documents including drawings, specification and cost estimates. The submittal shall also include, but not limited to, plan and profile of the proposed pipeline improvements, cross- section details, construction/connection details, complete technical specifications, estimate of construction cost, electrical details, civil details, structural details, mechanical details, and any catalogue cuts for any special material proposed for use in the project.

Deliverables:

- *Digital (i.e. AutoCAD, PDF, Word, etc.) copies of the final basis of design report memorandum, ninety percent (90%) plan set, specifications, and Engineer's Estimate*
- *One digital copy of the responses to the comment log*
- *One meeting shall be scheduled with City staff after review of the 90% submittal prior to proceeding with the Final (100%) Design Submittal*

TASK 7 – 100% FINAL DESIGN SUBMITTAL

With the City's approval, the Consultant shall proceed with the Final Design. The Consultant shall incorporate 90% Design Submittal review comments from the City. Specific tasks in this phase include, but are not limited to, the following:

1. Final Design Submittal: The Consultant shall prepare the 100% Design Submittal consisting of complete construction documents including drawings, specifications and cost estimates. The 100% Design Submittal shall be ready for signature and submitted to the City for review and approval. A marked set will be returned to the Consultant along with City staff's comments and/or requests for clarifications for revision.

Deliverables:

- *Digital (i.e. AutoCAD, PDF, Word, etc.) copies of final (100%) plans, specifications and Engineer's Estimate.*
- *One digital copy of the responses to the comment log*
- *One electronic copy of the drawings in AutoCAD and in PDF format, specifications in Word, and cost estimate and probably construction schedule in Excel*
- *One meeting shall be scheduled with City staff after review of the final design (100%) submittal prior to finalization*

(OPTIONAL) TASK 8 – BID SUPPORT AND CONSTRUCTION SERVICES

The consultant shall provide the following services during the bidding process and construction phase of the project:

1. Bid Support Services: The Consultant shall provide written design clarification responses during the bid phase and respond to written questions from prospective bidders, including but not limited to evaluation of alternative construction methods as proposed by potential bidders. The Consultant shall assist in issuing an addendum, as direct by the City.

2. Pre-Construction Meeting: Following the award of the construction contract, the Consultant shall be responsible for attending a pre-construction meeting coordinated by the City. This meeting will serve to establish roles, expectations, communication protocols, and project procedures prior to the commencement of construction activities. The Consultant shall review and clarify design intent, plans and specifications with the contractor and the City. The Consultant shall provide clarification or additional design support following the meeting as needed.

3. Construction Services: The Consultant shall review and assist with responses for shop drawings, submittals, change order requests, requests for information and provide written recommendations to the City. There shall be no limit to the quantity of reviews. However, estimated hours for the proposal shall be based on previous similar projects by the Consultant. The Consultant shall conduct as-needed construction inspections during construction at appropriate stages. The Consultant shall participate in the final inspection and assist with punch list of deficiencies.

4. Weekly Virtual Construction Team Meetings: The Consultant shall be responsible for attending and conducting a weekly Construction Team Meeting, with the Consultant and sub-contractor staff as deemed appropriate by the Consultant during the construction phase of the Project. This meeting will focus on ensuring construction is adhering to the design specified on the plans. The Consultant shall review the Project construction progress, provide design clarification, present design solutions for issues and address construction and City staff questions. Duration is anticipated to require one (1) hour, although the Consultant shall clearly describe the number of meetings and duration anticipated for the project.

5. As-Builts: The Consultant shall prepare “As-Built” drawings based on construction field notes and limited field review by the Consultant.

Deliverables:

- *One (1) digital PDF and one (1) native format copy of as-built record drawings*
- *Digital copies of final specifications, cost estimate and plans in native format (Word, Excel, and AutoCAD)*

7. DELIVERABLES

Deliverables for each Task are described above in SCOPE OF SERVICES. The following is a preliminary schedule for the project.

Activities	Tentative Date
Award Consultant Contract	December 2026
60% Design Submittal	March 2027
90% Design Submittal	April 2027
100% Design Submittal	May 2027
Award Construction Contract	June 2027
Complete Construction	December 2027

8. SELECTION PROCESS AND EVALUATION CRITERIA

City staff will review the proposals and select the most qualified firm based on the following criteria:

1. **Proposal Quality:** Proposal is clear, complete and demonstrates an understanding of requested service.
2. **Experience and Qualification:** Proposer's team members have relevant experience and qualifications providing similar services.
3. **Proposed Scope of Work:** Proposer can provide comprehensive scope of services detailed in RFP and additional services within discipline/service category that may be determined necessary by the City.
4. **Capacity:** Proposer has staffing capacity and manpower allocation to undertake the work and demonstrates that services will be provided in a timely manner.

Award will be to the Proposer whose response best complies with all RFP requirements and provides the best solution for the City's needs with respect to SCOPE OF SERVICES. The City reserves the right to complete the selection process without proceeding to an interview phase, and the City may choose to select a consultant based upon information supplied in the proposal. Sealed rated schedules and cost proposal shall only be opened after the evaluation of proposals and determination of top-ranked proposals during the negotiation process for the pursuance of an agreement.

Acceptance or Rejection & Negotiation of Responses

The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and any resulting negotiated agreement. The City reserves the right to negotiate a modification to, or accept any part of the proposals, and will not be obligated in any way to accept those parts that do not meet the approval of the City. After selection by the City, the contents of the successful proposal will become contractual obligation. The City's decision will be final.

Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

9. RIGHTS OF THE CITY

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all proposals.
- Select more than one Consultant.
- Issue subsequent Request for Proposals.
- Postpone contract start date for its own convenience.
- Remedy technical errors in the RFP process.
- Approve or disapprove the use of particular sub-Consultants.
- Cancel the RFP and reject any and all proposals in whole or in part when it is in the best interest of the City.
- Amend this RFP in writing at any time.
- Cancel or reissue all or any part of the RFP at its sole discretion.
- Waive informalities and irregularities in the proposals.
- Enter into an agreement with another Consultant in the event the originally selected Consultant defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Consultant.

10. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City. Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal that are defined by the Proposer as business or trade secrets and plainly marked as “Confidential”, “Trade Secret”, or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as “Confidential”, “Trade Secret”, or “Proprietary”, or if disclosure is required under the California Public Records Act. Any proposal that contains language purporting to render all or significant portions of the proposal “Confidential”, “Trade Secret”, or “Proprietary” may be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked as “Confidential”, “Trade Secret”, or “Proprietary”, the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

11. NO COLLUSION

By submitting a proposal, the Proposer certifies that its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly. The

Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

12. CONFLICT OF INTEREST

No person will offer, give, or agree to give, any City employee or its representative any gratuity, discount, or offer of employment in connection with the award of a contract by the City. The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this solicitation. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who may participate in any decision relating to this solicitation and the resulting contract currently has, or will have in the future, a personal or pecuniary interest in the Proposer's business.

13. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

14. QUESTIONS

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions regarding this RFP must be put in writing and received by the kkim@redwoodcity.org no later than the date indicated in the TIMELINE. Inquiries received after the date and time stated will not be accepted. If appropriate, responses to questions, or other clarifications, will be answered by the City via an upload to the City website by the date indicated for Release of Answers to Questions in TIMELINE. The source of any questions will remain anonymous.

15. PROPOSAL SUBMISSION PROCESS

Submission of Proposals

Proposals shall be submitted to the City by mail or hand delivery and received no later than the deadline date/time shown in TIMELINE. Responses solely through email will not be accepted. If desired, include annual rate increases that cannot exceed the Construction Cost Index (CCI) for the area. Proposals shall be addressed to:

City of Redwood City
Attn: Kayla Kim
1017 Middlefield Road
Redwood City, CA 94063

Proposal: ANNUAL SANITARY SEWER REPLACEMENT PROJECT (SEWER BASINS 3 and DT)

Proposals shall include the following:

1. One USB drive with the proposal (in both PDF and Word).
2. Three (3) printed copies of the proposal, in a spiral bound soft cover. 3-ring binders will not be accepted.
3. The rate schedule in a **separately sealed envelope** marked **only** with "SEALED RATE SCHEDULE" which consists of the rate schedule including the hourly rates and/or rates of services requested. If desired, include annual rate increases that cannot exceed the Consumer Price Index (CPI) for the San Francisco Bay Area.
4. Any relevant supplemental attachments.

16. WRITTEN RESPONSE FORMAT

These instructions outline the guidelines governing the format and content of the proposal's response and the approach to be used in its development and presentation. The intent is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements, and its approach to successfully providing the products and/or services in achieving the City's goals. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the proposal, e.g. brochures, marketing materials, etc. will not be considered in the evaluation.

All responses shall address the following items in the order listed below. Responses not organized according to the following format may be rejected. Responses shall be limited to 30 pages maximum.

1. One-page cover letter introducing the firm, project understanding, and key contact information.
2. Table of Contents.
3. Describe project objectives and scope.
4. Outline a proposed approach that addresses the Scope of Services described in SCOPE OF SERVICES, including any anticipated challenges.
5. Summarize qualifications including team profile, role definitions, licenses and certifications, and Redwood City Business License Numbers (if existing) of all parties involved in the proposing team.
6. List of at least three (3) relevant project examples, noting project scope, cost, completion date, and client contact information.
7. Fee Schedule containing 2027 hourly rates and/or rates of services requested; to be submitted in a separately sealed envelope. If desired, include annual rate increases that cannot exceed the Consumer Price Index (CPI) for the San Francisco Bay Area.
8. Acknowledgement that Proposer has reviewed the City's SAMPLE PROFESSIONAL SERVICES AGREEMENT. If selected, Proposer will enter into a Professional Services Agreement with the City.

17. PROPOSAL WITHDRAWAL

Proposers may withdraw their proposals by written notice, addressed to Kayla Kim, at any time prior to the Proposal Submittal Deadline indicated in TIMELINE.

18. CITY CONTACT

Inquiries relating to this RFP and/or the required services should be directed to:

Kayla Kim
Associate Engineer
(650) 780-7385
kkim@redwoodcity.org

19. SAMPLE PROFESSIONAL SERVICES AGREEMENT

The Consultant will be required to sign the City's Standard Agreement for Services. Agreement template language may not be modified.

AGREEMENT FOR SERVICES
[Insert Name of Consultant]

THIS AGREEMENT is made and entered into as of _____, 20__ (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and _____, a [STATE] [ENTITY TYPE] ("Consultant").

RECITALS

A. City requires the services of a _____.

B. Consultant has the necessary experience in providing such services.

C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Consultant may not change the list of Key Personnel without the prior written consent of the City.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area. Consultant will also use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will begin on the Effective Date and will end when Consultant has performed the Services completely.

[OR]

3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will be for a period of _____ from the Effective Date. [Add if longer than

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one year: The foregoing notwithstanding, continuation of the Agreement beyond the first year of the term is contingent upon the City Council appropriating necessary funds for this Agreement.] The City Manager may amend the Agreement to extend it for ____ [number of proposed extensions] additional _____ month/year [length of proposed extension term] periods in an amount not to exceed [write out amount in words] of dollars ($_____) per extension term. Any extension will require a written amendment executed by both parties indicating the effective date and length of the extended Agreement.

[REMOVE THE PARAGRAPH 3 THAT IS NOT CHOSEN.]

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Consultant a [CHOOSE flat-rate OR not-to-exceed] amount of [write out amount in words] Dollars ($_____) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Consultant, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1. Consultant must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Consultant is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

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6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its officers, agents, employees, consultants, or subcontractors (collectively, "Consultant Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or any Consultant Personnel. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any Consultant Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement will not be considered employees of City for any purposes.

8. Labor Code Prevailing Wage. To the extent required by law, Consultant will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and mechanics employed in the execution of the Services by the Consultant or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Consultant will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Consultant will forfeit fifty dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Consultant.

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9. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the subcontractor's acts and omissions as Consultant is for the acts and omissions of persons directly employed by Consultant. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, consultants, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Consultant will be responsible for paying subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Consultant unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

11. Indemnification.

11.1 Consultant will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable. Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2. Notwithstanding Consultant's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Consultant, if City chooses to do so.

11.3. Consultant agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4. Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5. Nothing contained in this Agreement will be construed to require Consultant to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as

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amended, such duties of Consultant to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6. The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7. Acceptance by City of Consultant's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8. The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Consultant will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-: VII".

12.1. Coverages and Limits. Consultant, at its sole expense, will maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

12.1.1. Commercial General Liability Insurance. Consultant will maintain occurrence based coverage with limits not less than $2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.2. Business Automobile Liability Insurance. Consultant will maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3. Workers' Compensation Insurance and Employer's Liability Insurance. Consultant will maintain coverage with limits not less than $1,000,000 per each accident for bodily injury or disease, and as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

12.3. Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4. Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach.

12.5. Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

13. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Consultant to City (a "Deliverable"), such Deliverable will be and remain the property of City. Consultant will provide a copy of all Deliverables to City in their native format. Consultant may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Consultant under this Agreement that are not Deliverables (collectively, the "Consultant Documents") will be and remain the property of Consultant. City may request copies of Consultant Documents, and to the extent Consultant agrees to provide copies of such Consultant Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Consultant Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City, and Consultant relinquishes all claims to the copyrights in favor of City.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:
City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:
[Name]
[Title]
[Address]
[Phone No.]

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any Consultant Personnel, Consultant or Consultant Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of all Consultant Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor any Consultant Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1. Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2. If Consultant fails or refuses to perform any of the provisions of this Agreement, and if Consultant does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Consultant.

21.3. If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Consultant providing a written notice specifying the nature of the default, Consultant may terminate this Agreement immediately by giving written notice to City.

21.4. Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Consultant will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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23. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, Consultant may be subject to criminal prosecution for fraud. Consultant also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding. As a result of such proceeding, Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Consultant may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

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30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature Page Follows)

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CITY:

City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____
[Insert Name], [Insert Title]

ATTEST:

_____
Yessika Castro, City Clerk

CONSULTANT:

[NAME]
[ADDRESS]

*By: _____

Printed Name: _____

Title: _____

**By: _____

Printed Name: _____

Title: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

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EXHIBIT "A"

SCOPE OF SERVICES AND FEE

[Itemized List of what Consultant will do for City and at what price and schedule.]

[If applicable, list key personnel as noted in Section 1]

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