

PLACER VALLEY SPORTS COMPLEX

REQUEST FOR QUALIFICATIONS FOR PROJECT MANAGEMENT SERVICES

Sports Complex

In Partnership with the City of Roseville

DUE: May 29th at 3:00 PM

IMPORTANT!!!

Placer Valley Sports Complex, Inc. (PVSC) is not responsible for misdelivered submittals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that submittals arrive at the proper location. Any submittal which does not actually arrive in PVSC's Office by the RFQ due date and time will be rejected as non-responsive.

Your submittal must be addressed and delivered to:

Placer Valley Sports Complex, Inc.
Attn: Kim Summers
2204 Plaza Drive, Suite 110
Rocklin, CA 95765

Sports Complex

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1.0 INTRODUCTION

Placer Valley Sports Complex, Inc (PVSC), in partnership with the City of Roseville, is soliciting Statement of Qualifications (SOQ) for Qualified Project Management Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (Consultant(s)), that meet the requirements set forth in this Request for Qualifications (RFQ), and are capable of providing the services requested are encouraged to participate.

- 1.1 **Background.** The purpose of this RFQ is to solicit qualified project management team to provide professional management services as a part of a Design-Assist-Build team for the proposed sports complex. Under a separate contract, a qualified contractor will join the project team to develop final construction documents and implement the project

The 55 acre parcel is within the City of Roseville, off of Blue Oaks Boulevard and West Park Drive/Old Phillips Road, and north of the future high school site. The project site is comprised of three parcels, one that will be deeded to the City of Roseville free and clear of environmental constraints and portions of two smaller parcels currently owned by the City of Roseville. These two parcels contain several delineated wetlands. The intent is to mitigate these wetlands through the regulating agencies under a separate effort but concurrent with the design process.

PVSC has entered into an agreement with the City of Roseville to fund, build and operate a soccer complex. A Project Team comprised of representatives from PVSC and the City of Roseville will oversee all aspects of the design and construction document process. The goal of the design is to provide a high quality, national tournament level, spectator and participant experience in a revenue generating venue for use by various long-field sports leagues and tournaments such as soccer, rugby, flag football, lacrosse, etc. that promotes regional, state and national sports tourism while providing opportunities for community access to portions of the facility such as picnic, trails, play areas, etc. It is anticipated that the project would be constructed as outlined below.

The Sports Complex will include:

1. Eight to twelve (8-12) lighted synthetic soccer/multi-sport fields with drainage, grandstands for the championship field, striping, team benches, public announcement system, player/spectator cooling stations such as misters, kiosk, etc.;
2. Two (2) restroom locations placed at appropriate locations, with enough capacity for overflow and large crowds;
3. Maintenance building and appropriate staging and storage space including office, workroom, storage and restrooms;
4. Two (2) youth play areas;
5. Site utilities including storm drain, water, recycled water, fiber optics, sewer, gas and electrical;
6. Shaded picnic areas;
7. Hardscape paving, including walkways, events plaza, fire access and security lighting;
8. Site furnishings, including benches, shade structures, bottle fillers, tables & chairs, picnic facilities;
9. Water-wise landscaping & irrigation;

10. Full parking lot improvements , including paving, curb, gutter, drainage, lighting, signage, ADA parking, landscaping, irrigation, etc.;
11. Project gateway monument;
12. Perimeter fencing;
13. Storm water protection measures per local, state and federal law;
14. Any mitigation measures identified in the environmental clearance document, including but not limited to, sound attenuation and visual buffers from adjacent land use;
15. All necessary on-site improvements
16. Main entrance building with office, storage, conference room, multi-use room, vending and restrooms.
17. Concession building including storage, concession, vending and restrooms.

PVSC will make awards based on the experience and expertise required for the work, consultant's current workload, ability to respond, or other relevant criteria. Award of contracts and delivery of services are further described in Section 8.

- 1.2 **City Overview.** The City of Roseville is an incorporated city with a population of more than 123,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.
- 1.3 **PVSC Overview.** Placer Valley Sports Complex, Inc. specific purpose is to erect and maintain public buildings and other public works consisting of a long field sporting complex on land owned by the City of Roseville, and to operate the sporting complex for, and on behalf of, the City, thereby lessening the burden of the City to provide recreational facilities for the public.
- 1.4 **Instructions.** This RFQ includes a description of the scope of services, SOQ requirements, and instructions for submitting the SOQ. Failure to follow these instructions may result in rejection of your submittal.

Direct all inquiries regarding this RFQ **in writing** to:

PVSC

Attn: Kim Summers

2204 Plaza Drive, Suite 110

Rocklin, CA 95765

Email: ksummers@placertourism.com

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

No oral representations or interpretations will be made to any proposer as to the meaning of this RFQ.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if it is in writing and issued by

PVSC issuing the RFQ. No oral interpretations or answers shall bind PVSC unless confirmed by PVSC in writing.

All addenda for this RFQ will be distributed to proposers who have registered on either the PVSC’s website or our partner, the City of Roseville’s website and will be posted on both PVSC’s website at <http://placervalleysportscomplex.com/> and the City’s website at <http://www.roseville.ca.us>.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFQ. Changes to the deadline for final questions, or the SOQ submission deadline will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFQ Released by PVSC	May 1, 2015
Deadline for Final Questions	May 11, 2015
PVSC Responses to Written Questions	May 15, 2015
Submission Deadline	May 29, 2015
Consultant Interviews (if needed)	June 17 or 18, 2015
Evaluation and Contract Negotiations	June 30, 2015

3.0 SCOPE OF SERVICES

- A. Project Management Services; The selected project management firm shall:
 - 1) Participate in the design process and interact with the selected design team as a liaison to the Project Team;
 - 2) Participate in the selection of the Design-Assist-Build contractor;
 - 3) Coordinate and facilitate the completion of the final construction document package for approvals and coordinate all work between the design and contracting teams;
 - 4) Ensure that all permits and approvals are obtained;
 - 5) Regularly communicate with the project Team, status of the project;
 - 6) Set realistic milestones/timelines and facilitate timely completion of each key phase of work;
 - 7) Perform construction administration by:
 - a) Facilitating submittal reviews;
 - b) Meet weekly with design/construction team;
 - c) Communicate and meet twice a month with the Project Team and provide project status reports at each meeting;
 - d) Track progress and document on-going construction activity;
 - c) Ensure project moves forward within budget;
 - d) If needed, facilitate and recommend value engineering options for project Team review;
 - e) Review and recommend needed change orders to the Project Team;

- f) Inspect construction activity for compliance with codes, regulations, approved plans and specifications, OSHA and other applicable laws;
- g) Coordinate special inspections as required;
- h) Ensure as-built plans and turn-over documents are accurate.
- i) Other additional construction administration services to ensure a timely completion in compliance with quality standards.

ATTACHMENTS: Include Attachments A and B as a part of your responses. The attachments must be completed as indicated on each page.

3.1 All firms responding to this Request for Qualifications shall be fully knowledgeable and capable of providing services to meet the requirements of each of these permit types. To sustain and update their knowledge and qualifications, each of the selected firms shall continually analyze any proposed revisions and amendments to these permits and provide the appropriate services.

4.0 **ASSURANCE OF DESIGNATED PROJECT TEAM**

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

5.0 **SUBMITTAL FORMAT REQUIREMENTS**

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

Consultants are encouraged to keep the SOQ brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a SOQ will render the SOQ non-responsive and may cause its rejection. Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. SOQs that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

Pages shall be 8-1/2 inches by 11 inches in size. Use section dividers, tabbed in accordance with this section as specified below.

5.1 **Cover Letter** with the following information:

- Title of this RFQ

- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFQ, including any addenda (reference the addenda by date and/or number).

5.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

5.3 **TAB A: Firm's Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested services, including any Design-Assist-Build project experience. Include all projects completed within the last ten (10) years that are comparable in size and scope of your noted expertise (See attached form). Include references that may be consulted by PVSC or City of Roseville staff. Keep descriptions of each project to one concise statement. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

5.4 **TAB B: Experience and References** – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or Design-Assist-Build services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers.

5.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant’s and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.

5.6 **TAB D: Project Understanding/Methodology** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFQ, your general approach and any major challenges to achieving PVSC’s stated goals. Describe the methodology of the firm in completing innovative and quality projects on time and on budget. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. The Project Team will assess your understanding of all aspects of the project based on the overview.

5.7 **TAB E: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the SOQ:

- Include Attachments 1 and 2 as a part of your responses. The attachments must be completed as indicated on each page.
- Non-substitution for the designated members of the team without approval by PVSC staff (**Section 4.0**)
- The absence of a conflict of interest (**Section 9.4**)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 9.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted SOQ will be proprietary. (**Section 9.20**)

5.8 **TAB F: Fee Schedule and Proposal** –Provide a standard fee schedule including job titles and hourly rates. Unless otherwise specified, all rates in this fee schedule shall apply to work performed throughout PVSC, regardless of location.

The fee schedule provided in the response shall be the maximum rates charged during the first year of the effective. Any requests for rate increases after the first year shall be submitted in writing to PVSC at least 30 days in advance. All requests for rate increases must be fully justified, and shall be competitive with the general market at the time. PVSC reserves the right to negotiate any proposed increase to the mutual satisfaction of both parties.

Due at the time of submittal is a fee proposal for the work as described in the Scope of Services. The fee proposal shall be provided in a separate sealed envelope and labeled as such with the project and firm name.

The fee proposal should also include reimbursable expenditures or other fees that would be passed on to PVSC.

6.0 SUBMITTAL INSTRUCTIONS

Your submittal package shall include the following:

- **One (1) original and (5) printed copy** of your SOQ; and
- **One (1) electronic copy** of your SOQ in PDF format on CD or DVD.

SOQs shall be submitted not later than the time and date indicated on the cover page of this RFQ. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ title on the outside of the parcel.

SOQs shall be submitted to:

PVSC
Attn: Kim Summers
2204 Plaza Drive, Suite 110
Rocklin, CA 95765

Faxed and/or emailed SOQs will not be accepted.

PVSC shall not be responsible for SOQs delivered to a person or location other than that specified herein.

Postmarks will not be accepted and SOQs received after the deadline date and time will not be accepted or considered. **No exceptions.**

PVSC reserves the right to waive minor defects and/or irregularities in SOQs, and shall be the sole judge of the materiality of any such defect or irregularity.

7.0 SELECTION PROCESS

Based on the information provided during this process, Project Team will select the most qualified teams for further consideration. Previous successful performance with similar design-assist-build projects completed within the construction schedule and within the construction budget is very important. Selection of the firms will be a two-step process.

Step 1 is the Request for Qualifications.

1. This RFQ initiates the process for selection for landscape architectural services.
2. Step 1 will be written proposals, describing qualifications and experience.
3. Firms will describe its methodology for completing the goals and values of PVSC.

Based upon evaluation of the responses to the RFQ, several firms will be short-listed and may be invited to participate in Step 2.

Step 2 involves interviews related to the further discuss the project. Project Team may elect to choose several teams to participate in interviews or one.

8.0 ASSIGNMENT OF WORK

Consultant(s) is required to provide, at minimum: a proposed scope of work, detailed fee and time schedule, designated staff to be used and a fee proposal in a separate and sealed envelope. See Section 5.8 above.

A contract will be negotiated with the Consultant considered best meeting PVSC's need for the assignment. In the event a mutually satisfactory contract cannot be negotiated with PVSC's first choice, negotiations may be terminated and commenced with the Consultant considered next best in meeting PVSC's needs for the assignment.

The selected Consultant will be required to execute a PVSC contract and will be required to provide evidence of insurance for the coverage specified in the contract. The actual scope of work and fee schedule for the specific project will be negotiated and included in the contract.

PVSC reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

9.0 GENERAL TERMS & CONDITIONS

9.1 **Standard Contract.** Upon recommendation for an award of a specific project, the selected Consultant will be required to execute an agreement prepared by PVSC, a sample of which is included as **Attachment B**.

9.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of PVSC. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold PVSC, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

9.3 **Non-Appropriation.** PVSC may terminate any resulting contract at the end of any year, December 31st, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

- 9.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of PVSC has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to PVSC. Consultants submitting a SOQ in response to this RFQ must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to PVSC. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the SOQ. Violation of this section shall be a material breach of the contract entitling PVSC to any and all remedies by law or in equity.
- 9.5 **Undue Influence.** The Consultant shall warrant via an executed Proposer's Certification (Attachment A) that no undue influence or pressure is used against or in concert with any officer or employee of PVSC in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of PVSC shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling PVSC to any and all remedies by law or in equity.
- 9.6 **Non-Collusion.** Consultant submitting proposals shall warrant via an executed Proposer's Certification (Attachment A) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants or sub-contractors.
- 9.7 **Indemnification & Insurance Requirements.** PVSC's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant shall provide complete and valid insurance certificates within ten (10) days of PVSC's written request. Failure to provide the documents within the time stated may result in rejection of the Consultant's SOQ. Alterations to the terms and conditions shall not be allowed.
- 9.8 **Cost of Preparing SOQ.** PVSC will not pay any costs incurred by any Consultant in preparing or submitting a SOQ in response to this RFQ.
- 9.9 **SOQs Property of PVSC.** All documents or materials submitted with or in conjunction with any SOQ, including but not limited to electronic files, shall become the property of PVSC after the submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by PVSC and negotiated based upon ideas provided by other proposers or any other source.

- 9.10 **Rejection of RFQ.** PVSC reserves the right to reject any or all SOQs, to waive defects or irregularities in any SOQ or in the RFQ process, and to offer to negotiate or contract with any Consultant in response to any RFQ. This RFQ does not constitute any form of offer to contract.
- 9.11 **Rejection as Non-Responsive.** SOQs may be rejected as non-responsive at PVSC's sole discretion if there are alterations of form, the SOQ is conditional or the SOQ is incomplete.
- 9.12 **Modifying RFQ.** PVSC reserves the right to modify any portion of, or to postpone or cancel this RFQ at any time, and/or reject any and all submissions without indicating any reason.
- 9.13 **If no SOQ is accepted,** PVSC may elect to have the services performed in some other manner.
- 9.14 **Rejecting Team Members, Firms or Sub-consultants.** PVSC reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 9.15 **Local Business, Small Business, Minority and Women Owned Business.** PVSC highly encourages submission of SOQs by local businesses, by small business owners, and by minority and women-owned businesses.
- 9.16 **Withdrawal of SOQs.** SOQs may be withdrawn prior to the date and time specified for SOQ submission with a formal written notice by an authorized representative of the proposer delivered to PVSC Clerk's Office. SOQs submitted will become property of PVSC after the SOQ submission deadline.

SOQs may not be withdrawn for ninety (90) days after the due date unless PVSC enters into a contract with another Consultant prior to the expiration of that ninety (90) day period.

- 9.17 **Electronic Transmittals.** No electronic mail, telephone or facsimile SOQs will be accepted. If a photocopy is submitted, the SOQ must be signed in ink.
- 9.18 **RFQ Postponement and Amendment.** PVSC reserves the right to revise or amend the RFQ or specifications up to the time set for opening of the SOQs. Such revisions and amendments, if any, shall be announced by amendments to this RFQ through PVSC's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on PVSC's RFQ list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the SOQs may be postponed by such number of days as in the opinion of PVSC shall enable proposers to revise their SOQs. SOQs which fail to acknowledge a substantive addendum to the RFQ, as determined by PVSC Attorney's Office, on PVSC supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFQ will become incorporated into any contract awarded pursuant to the RFQ.

- 9.19 **Proprietary Information.** Proposers submitting a SOQ in response to this RFQ must provide a statement that nothing contained in the submitted SOQ will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the SOQ in a separate envelope marked “confidential.” PVSC Attorney’s Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant shall defend, indemnify and hold harmless PVSC regarding any claim by any third party for the public disclosure of the “confidential” portion of the SOQ.
- 9.20 **Right to Request Additional Information.** During the evaluation process, PVSC reserves the right, where it may serve the best interests of PVSC, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original SOQ submitted by the specific proposer and will be used by PVSC in evaluating the SOQ and will not be shared with other proposers during the evaluation and negotiation process.
- 9.21 **Modification of SOQs.** Modification of a SOQ already received will be considered only if the modification is received prior to the deadline date for receiving SOQs. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original SOQ.
- 9.22 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFQ, the sample contract attached as **Attachment B**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a SOQ shall constitute acknowledgement, upon which CPVSC may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their SOQ or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 9.23 **Non-Discrimination.** In accordance with the City’s anti-discrimination policy, which requires that contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a SOQ, PVSC may request that the selected Consultant sign a statement affirming its compliance with this policy.
- 9.24 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of PVSC. The Agreement may be modified only by a written amendment signed by the parties.
- 9.25 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for

the benefit of creditors, the Consultant must notify PVSC immediately. Upon learning the actions herein identified, PVSC reserves the right, at its sole discretion, to cancel the contract.

10.0 **Appendix**

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the services specified in the Request for Qualifications ("RFQ"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow Placer Valley Sports Complex, Inc. ("PVSC") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this RFQ. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of PVSC or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of PVSC in connection with the award or terms of the contract that will be executed as a result of this RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

____ Sole Proprietorship ____ Corporation ____ State of Incorporation

____ Partnership ____ Limited Liability Company

Attachment B
SAMPLE CONTRACT
PROFESSIONAL SERVICES AGREEMENT

Project: _____

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between Placer Valley Sports Complex, Inc., a California Nonprofit Corporation
("PVSC"), and
_____, a _____ ("CONSULTANT "); and

W I T N E S S E T H:

WHEREAS, PVSC desires professional services consisting of

;

and

WHEREAS, CONSULTANT has prepared a proposal dated _____,
which describes the scope of work to be performed by CONSULTANT, the budget for the work,
and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional design
services related to _____;

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of PVSC, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be

compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed _____ dollars (\$_____).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. PVSC shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Design Phase:

Professional Liability:	No less than \$2 million per occurrence. If policy is written on a claims made basis it must include extended reporting for 5 years.
General Liability:	\$2 million per occurrence/\$4 million aggregate. Aggregate limit must apply to the Project.
Automobile Liability:	\$1 million per occurrence
Workers' Compensation:	Statutory and \$1 million Employers Liability

Construction Phase:

General Liability:	\$5 million per occurrence/\$10 million aggregate. Aggregate limit must apply to the Project.
Professional Liability:	\$2 million
Pollution Liability:	\$2 million
Workers' Compensation:	Statutory and \$1 million Employers Liability
Builder's Risk:	To the extent not included in the forgoing, each contractor shall maintain in force, at its own expense, Builder's Risk / Installation Floater covering contractor's labor, materials and equipment to be used for completion of the work performed under its contract with PVSC against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the contract improvements.

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and PVSC Attorney, prior to undertaking any work hereunder. Any insurance written on a

claims made basis is subject to the approval of Risk Management and PVSC Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing PVSC, the City of Roseville (the City), and Placer Valley Tourism (PVT) its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from PVSC, the City, PVT's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to PVSC prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of PVSC (if agreed to in a written contract) before PVSC's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity

and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and PVSC in the same manner and to the same extent as CONSULTANT is bound to PVSC under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of PVSC's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or PVSC. PVSC reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of PVSC, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude PVSC from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of PVSC shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of PVSC. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of PVSC.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of PVSC by reason of this Agreement.

12. Representation and Warranties. CONSULTANT warrants that it 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 it 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, PVSC shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible materials (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to PVSC all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of PVSC.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. PVSC may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from PVSC Manager.

CONSULTANT may terminate this Agreement without cause by giving PVSC thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, PVSC shall compensate CONSULTANT for services performed as of the date of termination, upon the release to PVSC of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. PVSC retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

PVSC

CONSULTANT

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, PVSC, a California Nonprofit Corporation, has authorized the execution of this Agreement in duplicate by its PVSC Board of Directors on the ____ day of _____, 20____, and CONSULTANT has caused this Agreement to be executed.

PVSC, a California Nonprofit Corporation _____, a

BY: _____
David Attaway
Chief Executive Officer

and

BY: _____
Jessica Sacci
Chairperson, PVSC

BY: _____
its: _____

and

BY: _____
its: _____

Attachment C

PRELIMINARY CONCEPT SKETCH



Attachment D
PROPOSAL LABEL

SEALED PROPOSAL

PLACER VALLEY SPORTS COMPLEX

IMPORTANT NOTICE TO PROPOSER

The envelope containing your proposal **MUST** have:
i. Your name and address in **UPPER** left corner
ii. This label on the **LOWER** left corner

RFQ Name: _____

Proposal Due Date: _____

Proposal Due Time: _____

Proposal For: _____

**TIME SENSITIVE. DELIVER TO
KIM SUMMERS IMMEDIATELY**