

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

On-Call Parks Civil Engineering Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Warren Consulting Engineers, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 13-084 for professional services consisting of on-call parks civil engineering services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated April 24, 2020, which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional parks civil engineering services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one or more consultants from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single consultant. In addition, the inclusion of any consultant on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed one hundred fifty thousand dollars per year (\$150,000). Total compensation for optional renewal years of this Agreement shall not exceed one hundred fifty thousand dollars per year (\$150,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice 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. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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.

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

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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 the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, 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 CITY'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 CITY 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 CITY (if agreed to in a written contract) before CITY'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 CITY in the same manner and to the same extent as CONSULTANT is bound to CITY 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 CITY'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 CITY. CITY 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 CITY, 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 CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be

considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. 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.

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

12. 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.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. 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 CITY.

14. 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 CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations 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, CITY 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.

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

17. Copyright, Ownership and Use of Materials. All tangible material ("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 CITY 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 (including computer aided 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 CITY.

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.

18. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager.

CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

19. 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 hereof, 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 attorney's 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.

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

21. Severability. If any of the provisions contained in this Agreement are 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.

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

CITY OF ROSEVILLE

Tara Gee, Park Planning &
Development Superintendent
316 Vernon Street, Suite 400
Roseville, CA 95678

CONSULTANT

Thomas E. Fassbender, President
1117 Windfield Way, Suite 110
El Dorado Hills, CA 95762

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

23. 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, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation


WARREN CONSULTING ENGINEERS,
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Thomas E Fassbender, President

and

ATTEST:

BY: 
its: Anthony J. Tassano Sec/Treasurer

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:


BY:  _____
JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT “A”

REQUEST FOR PROPOSALS
For On- Call Civil Engineering Services
City of Roseville
Attn.: City Clerk Department
311 Vernon Street
Roseville, CA 95678
Submittal Deadline: Friday, April 24, 2020 by 3:00 PM

Prepared by:
Thomas E. Fassbender, P.E., P.L.S.
Phone: 916-985-1870; Fax: 916-985-1877; Email: tom@wceinc.com
Warren Consulting Engineers, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



Warren Consulting Engineers, Inc.

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Warren Consulting Engineers, Inc.

Cover Letter for On- Call Parks Civil Engineering Services

Submittal by: Warren Consulting Engineers, Inc.

Address: 1117 Windfield Way, Ste. 110, El Dorado Hills, CA 95762

Contact: Thomas E. Fassbender, P.E., P.L.S., Phone: 916-985-1870 Fax: 916-985-1877

Email: tom@wceinc.com

Statement: Warren Consulting Engineers, Inc. will perform the services and adhere to the requirements in this RFP, including Q & A Responses and Submittals #2

To: City of Roseville

Attn.: City Clerk Department

Warren Consulting Engineers is interested in providing design services for the City of Roseville. We have been based in northern California for over 32 years and have provided civil design services on over 5,600 projects and land surveying services on over 2,500 projects. WCE is proud to say that 99.94% of its business is repeat customers. It is our goal to provide excellent and professional civil design and land surveying services. We believe we have found the right mix of modern technology, combined with professional straightforward business practices. We have an excellent reputation for completing projects on time and on budget.

Civil design Services we provide include the following services:

Preliminary Sewer and Water, Preliminary Grading and Drainage, Utilities Studies, Master Planning, Site Feasibility Reports, General Development Plans, Coordinate Application Package, Applications and Submittals, Construction Documents, On-site Improvement Plans, Off-site Improvement Plans, Engineers Construction Cost, Bidding, Bid Assistance, Sewer, Water and Drainage Calculations, Specifications, Agency Submittals, SWPPP, NPDES processing, SWPPP Manual preparation, SWPPP Compliance Inspection, Construction Administration Assistance.

The field and drafting services we can provide include the following services:

Land Surveying: Boundary Surveys, Topographic Surveys, ALTA Surveys, Right of Way Engineering Surveys, Geodetic / Control Surveys, As built Surveys Mapping: Tentative Parcel Maps, Final Parcel Maps, Records of Surveys, Lot Line Adjustments / Lot Mergers, Easements, Legal Descriptions, Exhibits for easement, Flood Certifications and Research public information

Warren Consulting Engineers, Inc. has the qualifications, ability, staffing flexibility and initiative to provide the City of Roseville timely services. All civil engineering designs will be completed per the latest version of the City of Roseville's Design and Construction Standards and State Standard Specifications in AutoCAD Civil 3D version 2018.

We look forward to working with you on this exciting opportunity.

Signed by:

A handwritten signature in blue ink, appearing to read "T. Fassbender", is written over a horizontal line.

Thomas E. Fassbender, P.L.S., P.E. President

1117 Windfield Way, Ste. 110 El Dorado Hills, CA 95762

Phone: 916-985-1870 Fax: 916-985-1877 Email: wce@wceinc.com



Warren Consulting Engineers, Inc.

Signature Requirements

Warren Consulting Engineers, Inc. is submitting on behalf of a Corporation
By its' President:


Thomas E. Fassbender

Proposers Certification (Attachment A)

See Tab G



Warren Consulting Engineers, Inc.

Firm Qualifications

Founded in 1988, Warren Consulting Engineers, Inc. has been providing innovative civil engineering and land surveying solutions to public and private clients for 32 years. One of the guiding principles of the firm since its inception is the emphasis placed upon communication and garnering active participation from all team members. This means the owner, as well as the design team will be given a place at the table to ensure project scope, budgets and overall project goals are thoroughly discussed early on. Warren Consulting Engineers has a professional staff that is committed to providing the best customer service for their projects. We have had the pleasure of working with the City of Roseville and Recreation and Parks Departments on many projects since 1988.

Warren Consulting Engineers has designed and supervised the construction of numerous private and public site development projects throughout northern California. As a result, Warren Consulting Engineers has developed a strong working relationship with many of the local agencies and is knowledgeable of local requirements. Warren Consulting Engineers specializes in site development. Since 1988, we have been involved in the civil design services for over 5,600 projects and land surveying services of over 2,500 projects, with 765 clients, 190 school districts and 36 of California's 58 counties.

Services Provided

Preliminary Sewer and Water, Preliminary Grading and Drainage, Utilities Studies, Master Planning, Site Feasibility Reports, General Development Plans, Coordinate Application Package, Applications and Submittals, Construction Documents, On-site Improvement Plans, Off-site Improvement Plans, Engineers Construction Cost, Bidding, Bid Assistance, Sewer, Water and Drainage Calculations, Specifications, Agency Submittals, SWPPP, NPDES processing, SWPPP Manual preparation, SWPPP Compliance Inspection, Construction Administration Assistance

Land Surveying Services

Land Surveying, Boundary Surveys, Topographic Surveys, American Land Title Association (ALTA Surveys), Right of Way Engineering Surveys, Geodetic / Control Surveys, As-built Surveys, Mapping, Tentative Parcel Maps, Final Parcel Maps, Records of Surveys, Lot Line Adjustments / Lot Mergers, Easements, Legal Descriptions, Exhibits for easement

Geographical Location:

El Dorado Hills, CA

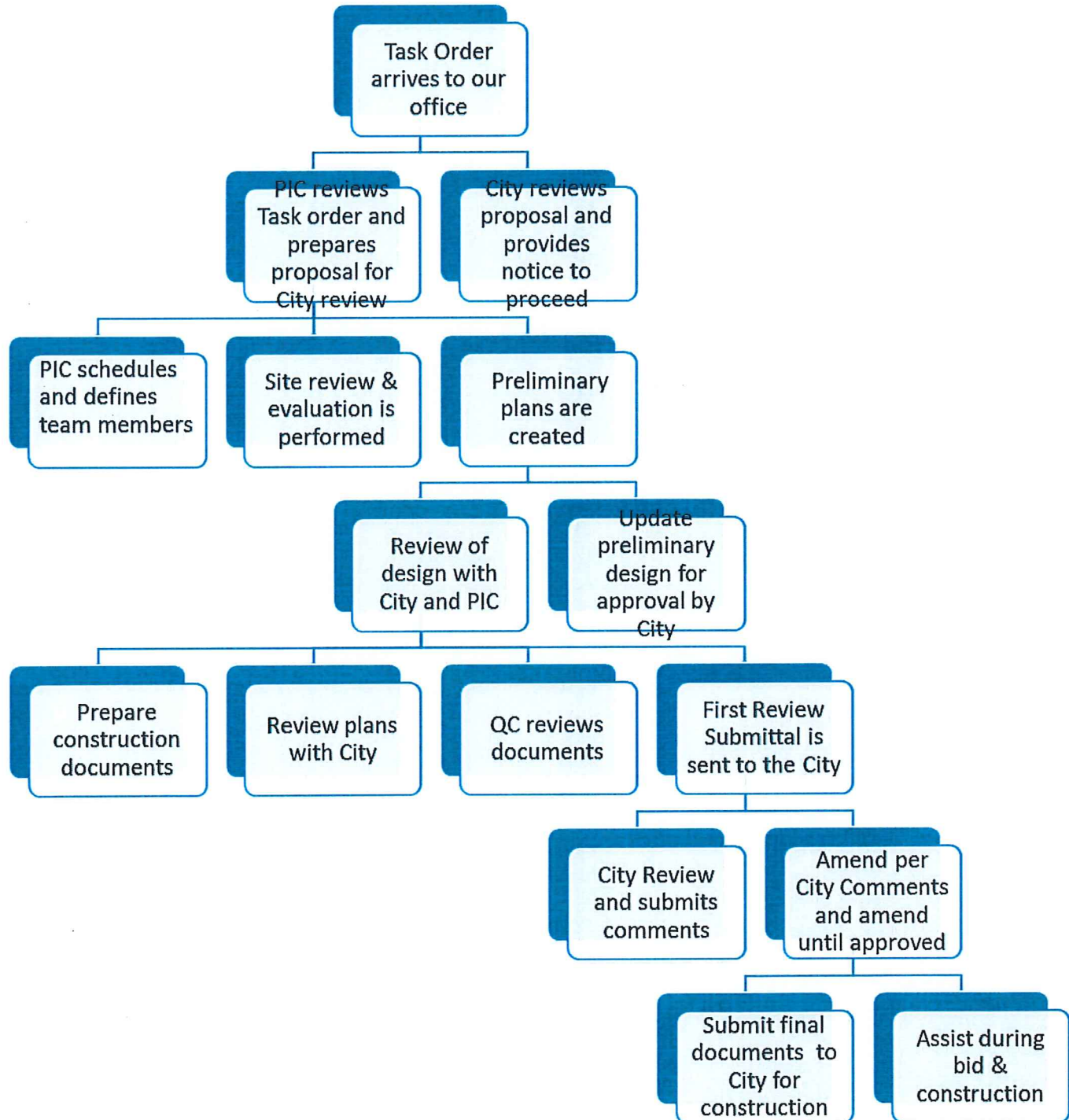
Company Size:

13 full-time employees and one part-time employee. Of those, four are licensed professionals. We have had zero size variation of staffing levels in the past five (5) years.



Warren Consulting Engineers, Inc.

Organization Chart for Design Services





Warren Consulting Engineers, Inc.

Experience and References

Project Name: Hughes Park, Roseville CA Start: 2004 End: 2006

Owner: City of Roseville, Parks, Recreation & Libraries, Tara Gee, Park Planning & Development Superintendent
316 Vernon Street, Ste. 400, Roseville, CA 95678 Phone: 916-774-5253 email: tgee@roseville.ca.us

A 31-acre area park. It includes extensive walking trails, a lighted soccer field, lighted tennis and basketball courts, a fenced off-leash dog park, picnic facilities, open space areas, and a children's play area. We provided the civil engineering, surveying and construction staking aspects of this project.

Project Name: Mike Shellito Indoor Pool (Central Park Aquatic Center) Roseville, CA Start: 2006 End: 2009

Owner: City of Roseville, Parks, Recreation & Libraries, Tara Gee, Park Planning & Development Superintendent 316 Vernon Street, Ste. 400, Roseville, CA 95678 Phone: 916-774-5253 email: tgee@roseville.ca.us

The facility is solar-heated, has a retractable roof, eight-lane 25-meter lap pool as well as a 1,500 square-foot water teaching pool in a 24,548-square foot building. We provided the civil engineering and construction staking aspects of this project.

Project Name: Mahany Regional Park, Roseville, CA Start: 2007 End: 2009

Owner: City of Roseville, Parks, Recreation & Libraries, Tara Gee, Park Planning & Development Superintendent
316 Vernon Street, Ste. 400, Roseville, CA 95678 Phone: 916-774-5253 email: tgee@roseville.ca.us

A 225-acre park complete with an aquatic center, sports complex, there are several different athletic fields: an all-weather field, two lighted softball fields, a four-field lighted baseball complex, including three youth baseball fields and one youth/adult 90' baseball diamond. There are also tennis courts, picnic areas and batting cages. We provided the civil engineering and surveying aspects of this project.

Project: Saugstad Skate Park Survey, Roseville, CA Date: Start: April 2017 End: 2018

Performed partial site survey and engineering services for the addition of a skate park on the site.

Contact: Joel De Jong, Parks Development Analyst Parks, Recreation & Libraries
311 Vernon Street, Roseville, CA 95678

Phone: (916) 774-5924; Email: JDeJong@roseville.ca.us

Project: Carl Sundahl Elementary School, Folsom, CA Start: 2015 End: 2019

Performed topographic, boundary survey and engineering for of entire school site modernization.

Contact: Matt Washburn, Director of Facilities Development
Folsom Cordova Unified School District, 1965 Birkmont Drive Rancho Cordova, CA 95670
Phone: (916) 294-9010 ext. 103300; Email: mwashbur@fcusd.org



Warren Consulting Engineers, Inc.

Qualifications of Staff

All operate out of: 1117 Windfield Way, Ste. 110, El Dorado Hills, CA Location

Thomas E. Fassbender, P.E., P.L.S.

Principal in Charge

President / Principal Civil Engineer / Land Surveyor

Education: Bachelor of Science, Forest Engineering, 1984 Oregon State University

Professional Licenses: Civil Engineering, California, License Number C48454; Professional Land Surveyor, California, License Number 8327

Professional Affiliations: American Society of Civil Engineers, California Land Surveyors Association

Summary: Tom joined Warren Consulting Engineers at its inception in 1988. Over the past thirty-two years, Tom has been PIC or PM on over 1,000 projects. He is very familiar with design standards and requirements for project throughout northern California.

Martin J. Gee

Principal in Charge / Civil Designer

Education: Bachelor of Science, Business, 1995 California State University, Sacramento

Summary: Marty has been a designer on over 1,000 projects since 1988. He is very familiar with the design standards and requirements for projects throughout northern California.

Edsel Roser, P.L.S.

Professional Land Surveyor

Professional License: Professional Land Surveyor CA license #5505 State of California

Summary: In 2003, Ed joined our team. He has led the team in, office calculations. He is all familiar with all phases of topographic, ALTA and boundary surveys, easement documents and maps, parcel maps, record of survey, monument preservation, corner records

Justin Brooks

Survey Crew Party Chief

Summary: Justin brings 21 years of surveying experience. He is one of our two – one-man crews. He also is a Party Chief for the construction staking crew. He is proficient with all survey equipment.

Michael J. Warren, L.S.I.T

Project Manager

Survey Crew Party Chief

Summary: Michael brings 6 years of surveying experience. He is one of our two – one-man crews. He also is a Party Chief for the construction staking crew, when needed. He is proficient with all survey equipment.

We don't anticipate having to sub-contractors for the work outlined in the RFP.



Warren Consulting Engineers, Inc.

Project Understanding

Our understanding of the scope work included in this RFP primarily involves providing civil engineering services to assist the City of Roseville staff with their projects. The scope includes, concept, design, engineering, land surveying, drafting services, assistance with bid process, cost estimates, plans, specifications, construction assistance, project completion, field surveys, maps and mapping services. All scope of work to be in compliance with CA codes, City Design and Construction and State Standard Specifications, professional civil engineering and land surveying standards. Using California State Plan Coordinates NAD 83 Zone 2 US Survey Fleet and will be in AutoCAD version 2018. All work will be prepared, stamped and signed by a California State Licensed Surveyor and/ or Engineer.

The following is a list of steps taken per task that we may need to preform for the work outlined in this RFP.

Our Approach to the successful completion of an engineering project:

Our staff meetings weekly to discuss work load, schedules and make the necessary adjustments in the staff and workload to ensure our deadlines are met. We make sure that all of projects are on time, on budget. To have a successful project that is on time and meets the budget we will implement the following steps:

1. Walk site with City personnel to determine the project scope.
2. Prepare topographic survey of project area, if necessary.
3. Develop site plan for City review and prepare preliminary cost estimate.
4. Following City approval of site plan, begin development of construction documents.
5. Around the 50% CD completion, submit plans to City staff for review and comment.
6. Address any comments and complete plans for agency submittal.
7. Complete QC review while plans are in agency submittal for review.
8. Address comments and schedule backcheck appointment for final approval.

The project team will review the City and State standards during the initial design phase and incorporate any of the City and State standards into the plan set or project specifications.

The typical life spam of pavement is 20 years with underground utilities being around 50 years. The current life spam of existing surfaces and utilities is something that WCE reviews prior to making any design recommendations i.e., can an asphalt overlay be achieved or will the pavement need to be removed/replaced. Our firm understands the importance of value engineering and has the experience to make the proper recommendations of what can be value engineered without compromising the overall integrity of the project.

Quality Control/Assurance Procedures

Plans are submitted to City/Agency with the intent that they are 99% complete. A quality control review is completed during the City/ Agency review period with the plans being updated prior to final approval. Our firm has an extensive relationship with City, County, Fire and Water Agencies are proactive in scheduling pre-submittal meetings with each agency working with the plan checker during the back-check process.



Warren Consulting Engineers, Inc.

Construction Administration:

WCE will schedule weekly construction meetings with the Contractor and City. RFI's, CCD's and clarifications will be handled on an as submitted basis with most questions answered within 48 hours or sooner.

Upon completion of the project, a punch walk is performed and a list of correction items is given to the contractor to complete. Once these punch items have been addressed by the contractor, a final site walk is performed to verify that all work has been completed. Upon request, we will review individual punch items as they have been completed to notify the contractor if any further repairs are required. The contractor's retention will not be released until all items are completed and the as-built plans are approved.



Warren Consulting Engineers, Inc.

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Warren Consulting Engineers, Inc.

Required Statements/ Documents

Non-substitution:

Our companies will not substitute the designated members of the proposed staff members and subcontractors without prior approval by the City.

Non-Conflict to interest:

Our companies shall warrant they have no official or employee of the City have 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 the City.

Indemnification & Insurance Requirements:

Our companies shall comply with the City's standard indemnification and insurance requirements as provided in the sample contract.

Nothing contained in this proposal is proprietary.



Warren Consulting Engineers, Inc.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. 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 the City 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 the City in connection with the award or terms of the contract that will be executed as a result of this RFP; 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.

Warren Consulting Engineers, Inc.

NAME OF BUSINESS

TEG FM

SIGNATURE

Thomas E. Fassbender, P.E., P.L.S. President

NAME & TITLE, TYPED OR PRINTED

1117 Windfield Way, Ste. 110 El Dorado Hills, CA 95762

MAILING ADDRESS

916-985-1870

TELEPHONE NUMBER

tom@wceinc.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ CA State of Incorporation

☐ Partnership

☐ Limited Liability Company

1117 Windfield Way, Ste. 110 El Dorado Hills, CA 95762

Phone: 916-985-1870 Fax: 916-985-1877 Email: wce@wceinc.com



Warren Consulting Engineers, Inc.

Exceptions

Exceptions:

We take no exceptions to anything to do with this RFP.



Warren Consulting Engineers, Inc.

Competency of Proposers

Warren Consulting Engineers, Inc. has the necessary team, staffing, facilities, ability, experience and financial resources to provide the services specified in the RFP in a satisfactory and timely manner. We have not had any bankruptcies, liens, stop payment notices, arbitrations, mediations, foreclosures and any similar actions filed or resolved in the past seven (7) years. No client has ever terminated a contract with our firm for breach. We have not been involved any lawsuits or issues that have been closed in the last 7 years.

Our proven ability to perform these services will be a great asset to your team. We look forward to working with you on this exciting opportunity.

Thank you for your consideration.

Warren Consulting Engineers, Inc.

EXHIBIT “B”



Warren Consulting Engineers, Inc.

Hourly Rates

January 1, 2020

RATE SCHEDULE

CIVIL ENGINEERING SERVICES

Principal	\$215.00/hr.
Project Manager	\$175.00/hr.
SWPPP Monitoring	\$215.00/hr.
Civil Engineer	\$175.00/hr.
Civil Designer	\$155.00/hr.
Drafter	\$110.00/hr.
Clerical	\$90.00/hr.
Vehicle Mileage	IRS Standard Rate
Expert Witness	\$385.00/hr.

SURVEYING SERVICES

Principal	\$215.00/hr.
Drafter	\$110.00/hr.
Land Surveyor	\$175.00/hr.

Non-Prevailing Wage Rates

Survey Crew (1-Man)	\$160.00/hr.
Survey Crew (2-Man)	\$200.00/hr.

Prevailing Wage Survey Rates

Survey Crew (1-Man)	\$195.00/hr.
Survey Crew (2-Man)	\$275.00/hr.