

**CITY OF MARYSVILLE REQUEST FOR PROPOSALS (RFP) FOR CONSULTING SERVICES  
FOR THE PREPARATION OF THE CITY'S 2029-2037 GENERAL PLAN HOUSING ELEMENT  
UPDATE AND SAFETY ELEMENT UPDATE AND ASSOCIATED ENVIRONMENTAL REVIEW**



**August 10, 2026**

**SUBMISSIONS DUE  
September 9, 2026, BY 3:00 PM**

**ISSUED BY  
The City of Marysville  
526 C Street  
Marysville, CA 95901**

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## **1. GLOSSARY OF DEFINITIONS**

The following definitions apply to and are used in this Request for Proposals (RFP):

**City** – The City of Marysville.

**AFFH** Affirmatively Furthering Fair Housing

**CEQA** California Environmental Quality Act

**California Department of Housing and Community Development (HCD)**

**General Plan Housing Element (HE)**

**General Plan Safety Element (SE)**

**Proposal** – The complete response submitted by a consulting firm in response to this Request for Proposals.

**Proposer** – The consulting firm or consulting team submitting a proposal in response to this RFP.

**Qualified Proposer** – A proposer determined by the City to possess the professional, financial, and administrative capability to perform the requested services.

**Consultant** – The firm selected by the City to perform the services described in this RFP.

**LCI** California Department of Land Use and Climate Innovation

**Local Multi Jurisdictional Hazard Mitigation Plan (LMJHMP)**

**Regional Housing Needs Allocation (RHNA)**

**Request for Proposals (RFP)** – This Request for Proposals document including any amendments, addenda, or supplements issued by the City.

**SACOG** Sacramento Area Council of Governments

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## **2. INTRODUCTION AND PURPOSE**

The City of Marysville is requesting proposals from qualified consulting teams to prepare the City's General Plan Housing Element Update for 2029-2037 as well as the General Plan Safety Element and associated environmental review in a manner consistent with state laws.

Marysville is in western Yuba County, approximately 40 miles north of the city of Sacramento in the Sacramento Valley. The city is located at the confluence of the Yuba and Feather

Rivers, bounded by the city of Yuba City to the west and unincorporated areas to the north, east, and south.

Marysville is a small city that is surrounded by levees and is constrained to a small footprint. It has a small operating budget and no full-time planning staff. As the Housing Element is prepared, this should be taken into consideration in identifying feasible implementation strategies that can be accomplished with limited staff and limited budget.

The last Housing Element was completed and certified by the California Department of Housing and Community Development (HCD) and is available here:

[ac639c\\_0bb33a674d304d68b926ebfcbe87d4de.pdf](#)

In 2025, the City updated its General Plan and completed a Downtown Specific Plan and zoning Code Update. These documents can be found here: [Planning Department | Marysville CDD](#) The Downtown Specific Plan identifies capacity for additional infill housing sites.

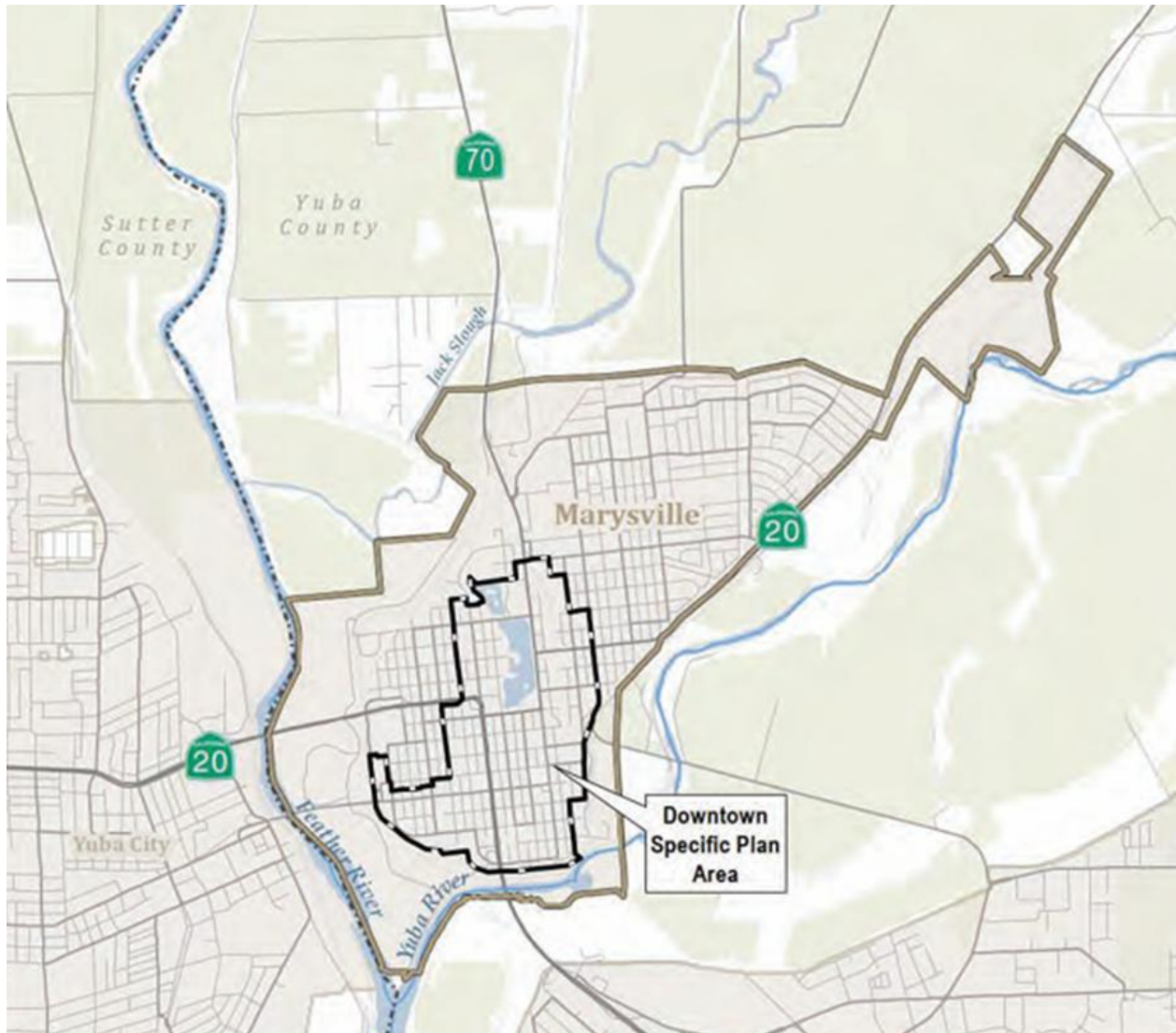
The Housing Element update will also require a concurrent update to the Safety Element. Consistent with the remainder of the 2050 General Plan, the Safety Element was last comprehensively updated in 2022 and can be found here: [Microsoft Word - Marysville- Public Review Draft Final January 2022 Clean.docx](#)

The selected consultant(s) will partner with city staff to explore, analyze and implement approaches to meeting state requirements and facilitate community engagement, working with our elected and appointed officials to present recommendations and get feedback and coordinating with HCD to help ensure ultimate certification of the updated element.

The Sacramento Area Council of Governments (SACOG) staff have already begun outreach with the city. Through SACOG we anticipate a reduction in costs for some core update tasks as SACOG has indicated they will be preparing some key data deliverables.

Respondents should be prepared to use and/or adapt this material as appropriate and factor that into their proposal.

Figure 1. City of Marysville Downtown Specific Plan Area



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### 3. SUMMARY OF APPROACH & WORK

#### Key Project Goals:

- A. Use the City's limited resources efficiently
- B. Complete the Housing Element update within the required statutory timeline.

- C.** Develop a realistic and defensible site inventory capable of accommodating the City's RHNA.
- D.** Prepare a Housing Element that complies with applicable legal and regulatory requirements to be certified by HCD.
- E.** Prepare a Safety Element update that complies with all applicable legal and regulatory requirements and assist in coordinating with CalFire and the state Board.

## **Work Tasks:**

### **1. Project Management and Coordination**

This task covers communication and coordination between the consultant and jurisdiction staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated Housing Element. Proposal should identify the number of meetings anticipated and expectations for jurisdictional staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described. Strategies for ensuring coordination with HCD over the course of the project should also be addressed, as needed.

### **2. Community Outreach and Engagement**

Develop a program that effectively reaches, educates and engages the community throughout the Housing Element update. This should include strategies to ensure broad inclusion, particularly of hard to reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. Outreach is expected to begin early in the process and continue throughout for feedback on important topics such as draft ideas, site options, the draft Housing Element and environmental reviews. Please discuss options for virtual as well as in person meetings, depending on changing safety considerations. Consultant should lead the engagement as well as a summary of the work. At a minimum outreach should consist of:

- Initial presentation to the Planning and Historic Preservation Commission and City Council
- Two community meetings
- One stakeholder focus group
- Online/virtual participation opportunities

### **3. Existing Housing Element**

Review the current Housing Element and identify Marysville success in accomplishing/implementing the identified goals, policies and programs; and provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective or feasible given limited staff and budget resources.

### **4. Housing Constraints**

Identify potential and actual governmental and non-governmental constraints for the preservation, protection or production of housing across income levels within the city.

### **5. Sites Inventory**

Prepare the sites inventory section of the Housing Element, demonstrating how Marysville will satisfy its RHNA in each income category. This includes identifying safe assumptions, evaluating sites and analyzing potential policy strategies to increase site capacity, demonstrating development viability (per State law) and inputting the information into HCD's electronic form for submittal with the updated element.

### **6. Goals, Policies, Programs and Quantified Objectives**

Identify goals, policies, programs and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the General Plan. This task will include identification of other General Plan policy updates or revisions needed to ensure consistency.

### **7. Draft Housing Element and Public Hearings**

Prepare and submit an administrative draft Housing Element for staff review. Staff will provide a comprehensive set of desired changes. Once edits are complete, prepare a draft Housing Element that is made available to the public and presented to both the Planning Commission and City Council at public hearings. Based on Commission and Council input, prepare a HCD review draft and submit to HCD for the mandated review in advance of the next Housing Element deadline.

- Administrative draft and draft housing element (Microsoft Word)
- Presentation Materials including PowerPoint
- Two Planning Commission Hearings
- Two City Council Hearings

## **8. Final Draft Hearings, Final Adoption and Certification**

The consultant will work closely with HCD and jurisdiction staff to respond to any comments and produce a final draft housing element for adoption. Present to the Planning Commission and City Council at public hearings. Prepare the final Housing Element, including any changes from the public hearings, and submit to HCD for final certification as well as the water/sewer district and the California Office of Planning and Research.

- Draft final and final housing element (Microsoft Word and PDF)
- Presentation Materials including PowerPoint
- 2 public hearings

## **9. Safety Element Update**

Update the 2022 Safety Element text, maps, goals, policies, and implementation measures as necessary to ensure consistency with current State law and current local hazard mapping and planning, including the 2025 Local Hazard Mitigation Plan (LHMP). The following provides a summary of the LHMP.

- **2021 LHMP Update:** Conducted by the Hazard Mitigation Planning Committee (HMPC), it refined and reorganized goals, reviewed and updated mitigation actions, and incorporated new priorities based on the 2015 risk assessment. It can be found here: [Welcome to Yuba County, CA](#)
- **Next Update:** The LHMP 2027 plan will further reduce risk and vulnerabilities across Yuba City and Sutter County, ensuring continued eligibility for hazard mitigation grants and potential flood insurance premium reduction

## **10. Draft Safety Element and Public Hearings**

Prepare and submit an administrative draft Safety Element for staff review. Staff will provide a comprehensive set of desired changes. Once edits are complete, prepare a draft Safety Element that is coordinated with CALfire and is made available to the public and presented to both the Planning Commission and City Council at public hearings. Based on Commission and Council input submit to the appropriate state agency for required review.

- Administrative draft and draft Safety Element (Microsoft Word)
- Presentation Materials including PowerPoint
- Two Planning Commission Hearings
- Two City Council Hearings

## **11. CEQA Documentation**

Prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, to determine appropriate CEQA Determination for adoption of both the Housing Element and Safety Element. This should include public posting to LCI/State CEQA Clearinghouse and noticing for comment. For budget purposes, consultant may list different prices depending on the level of analysis that may ultimately be needed.

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## **12. GENERAL DISCLAIMER**

This RFP does not commit the City to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City and residents of the area in question. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Respondent to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Respondents in preparing and submitting this RFP or for any costs and expenses incurred in meeting with or making presentations to the City if requested.

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## **13. TITLE VI SOLICITATION NOTICE**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations issued thereunder (49 CFR Part 21), hereby notifies all applicants that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBEs) will be afforded full and fair opportunity to submit RFPs in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## **14. GENERAL PROVISIONS**

The selected consultant shall provide consulting services, and community engagement services necessary to complete the project tasks described in this RFP.

The consultant team must demonstrate experience in:

- Housing Element updates
- Safety Element updates
- CEQA coordination

All work shall be in accordance with the state requirements, City of Marysville or other applicable standards.

All plans, specifications, and associated documentation are ‘instruments of service’ and are the property of the City of Marysville and may be requested for delivery at any time.

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## **15. SELECTION CRITERIA AND PROCEDURE**

It is the ultimate intent of City Marysville to obtain services by selecting a submittal that best addresses the required project and design outcome objectives. The Project Team upon review of all submittals provided, will exercise selective discretion, based on evaluative scoring (given below as “CRITERIA”) in selecting the respondent who appear capable of executing the project in the fashion desired.

| <b>Criteria</b>                                                                                           | <b>Points</b> |
|-----------------------------------------------------------------------------------------------------------|---------------|
| Understanding of project and proposed approach                                                            | 20            |
| Demonstrated relevant past experience in environments similar to Marysville (including HCD certification) | 20            |
| Technical capability of project team                                                                      | 20            |
| Quality and clarity of proposed scope of work                                                             | 15            |
| Strong understanding of community led planning and capability of developing innovative solutions          | 10            |
| Project schedule and management approach                                                                  | 10            |
| Overall quality and responsiveness of proposal                                                            | 5             |
| <b>Total</b>                                                                                              | <b>100</b>    |

The City may conduct interviews with the highest-ranked teams prior to selection.

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## **16. NOTIFICATION OF CONSULTANT RANKINGS**

Notification of consultant rankings will be issued by a Notice of Intent, phone, electronic mail or by letter and will be dated, no later October 1, 2026

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## **17. COST PROPOSALS AND FINAL SCOPE OF WORK**

Cost proposals shall be submitted in a separate sealed envelope or electronic file clearly labeled "Cost Proposal." Cost proposals will not be opened or reviewed until after the evaluation committee has completed scoring of the technical proposals based on the evaluation criteria.

The City will negotiate final scope and fees with the highest-ranked consultant.

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## **18. PROPOSAL REQUIREMENTS AND SUBMITTAL**

The following requirements are provided for standardizing the preparation and submission of Proposals by all consulting teams. The intent is to assist proposers in preparing responsive submittals and to assist the City in comparing proposals.

Proposals shall contain the following information in the order listed:

### **1. Introductory Letter (2 pages maximum\*)**

The introductory (or transmittal) letter should broadly describe the proposer's understanding of community/place-based planning and the project. The letter shall be addressed to:

Maggie Sanchez  
City Clerk  
City of Marysville  
526 C Street  
Marysville, CA 95901

The letter shall include the proposer's contact name, mailing address, telephone number, facsimile number, and email address. Include the offices where work will be conducted by the consultant and listed sub-consultants.

The letter shall state that the consultant and all sub-consultants shall comply with all local, state, and federal requirements.

The consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the contract or the project. The consultant shall also list all current clients who may have a financial interest in the outcome of this contract.

The letter shall also indicate any conflicts or non-acceptability of the terms and conditions of the City's proposed agreement, including all attachments. Proposed deviations and modifications to the agreement shall be noted with supporting reasons. The City will not consider changes to the agreement once consultant selection has been completed. If necessary, proposed deviations and modifications, along with supporting justification, may be attached as an appendix.

The letter shall indicate that the consultant does not have a financial or business interest in the architectural or engineering design of this project and will not enter into any financial or business relationship as a contractor or subcontractor for construction of this project if selected.

## **2. Statement of Qualifications and Experience (4 pages maximum) and List of Vital Personnel**

Identify the proposer's Project Manager, Project Staff, sub-consultants, and other vital personnel. Describe the responsibilities of each and show relationships on an Organizational Chart. Include relevant project experience similar to the subject project (with emphasis on comparable environments), and the team's capability to undertake and perform the work. Identify current availability of all key personnel. The City must approve any changes in vital personnel and sub-consultants after award.

Provide a List of Vital Personnel including each individual's name, company, project position, email address, phone number, and address. For any sub-consultant(s), provide the same information. The List of Vital Personnel shall be formatted for inclusion in and provided as an electronic file compatible with Microsoft Word. This list shall be included in an appendix and does not count toward the page limit. Resumes for key personnel may also be provided in an appendix (limited to two pages per person) and do not count toward the page limit.

## **3. Project Understanding (3 pages maximum)**

Describe the proposer's understanding of the project. Identify the recommended approach and procedures for accomplishing the project goals. Discuss potential hurdles and critical

tasks. Proposers may also describe how their team is best suited to address key issues specific to Marysville.

#### **4. Relevant Project Experience**

Summarize representative projects demonstrating experience with traffic calming, complete streets, multimodal safety, and implementation-ready planning.

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

The proposed scope of work shall address the tasks identified in this RFP. Proposers may include additional tasks or services they believe are necessary to achieve the project objectives. The scope shall include a project schedule tied to the execution of the contract, showing anticipated completion times for each task. The scope of work shall be formatted so it can be incorporated into the City's standard contract and provided in a file type compatible with Microsoft Word. Clearly identify optional tasks related to railroad safety, quiet zone feasibility, and grade-separated bicycle/pedestrian improvements. Provide a separate scope, level of effort, and cost for optional tasks

Do not include any information regarding consultant fees or costs in this section.

#### **6. Project Schedule**

Provide a high-level project schedule showing key milestones, major deliverables, coordination points (including Caltrans), and review periods. The schedule should be sufficient to demonstrate overall project approach and timing but should not be overly detailed or burdensome at this stage.

#### **7. Project Team and Organizational Structure**

Provide an organizational chart and describe roles, responsibilities, and reporting relationships among team members, including sub-consultants.

#### **8. Cost Proposal**

The cost proposal shall be clearly itemized and broken out based on the tasks and elements identified in the Consultant's Detailed Scope of Work. Proposers shall provide costs by task and subtask, including any optional tasks, to allow the City to evaluate and adjust scope as needed.

#### **9. References**

Provide project descriptions, contact names, current email addresses, and telephone numbers for three (3) references of similar project experience demonstrating quality and past performance, including delivery relative to schedule and budget.

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### **Proposal Submittal Delivery**

All submittals shall consist of one (1) signed original, five (5) copies, and one (1) electronic copy (PDF format). In addition, provide one (1) electronic copy of the List of Vital Personnel and one (1) electronic copy of the Scope of Work in Microsoft Word compatible format.

Submittals shall be delivered to:

Maggie Sanchez  
City Clerk  
City of Marysville  
526 C Street  
Marysville, CA 95901

Proposal packages must be received at the prescribed location no later than the date and time described in this RFP. Proposals received after the specified time will not be considered and will be returned unopened.

Any proposal received prior to the deadline may be withdrawn or modified by written request of the proposer, provided the modified proposal is received prior to the deadline.

Proposals that do not conform to the requirements, including page limits, may be rejected.

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### **10. ANTICIPATED RFP SELECTION SCHEDULE**

RFP Issued August 10, 2026

Questions Due – August 24, 2026

Proposals Due – September 9, 2026

Consultant Interviews – Week of September 14, 2026

Contract Award November 2026

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### **11. ADDITIONAL INFORMATION**

The City reserves the right to reject any or all proposals, waive irregularities, or cancel this RFP if doing so is determined to be in the best interest of the City.

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## **12. PROJECT FUNDING**

The project is funded through the City's General Fund. The City will seek grant funding if any becomes available in the future.

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## **13. FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS**

The consultant must have an adequate financial management and accounting system as required by 48 CFR § 16.301-3, 48 CFR Part 31, 24 CFR Part 570, and 24 CFR § 85.20 et seq. The City will not award a contract to a consultant that does not have an adequate financial management and accounting system.

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## **14. LEVINE ACT**

Prospective consultants are advised that the consultant selection process described in this RFP, and any award of an agreement to provide the requested services, is subject to compliance by the selected Consultant with the requirements of the Levine Act after selection and prior to agreement award.

The Levine Act is found in California Government Code section 84308, a portion of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.). Generally, the Levine Act includes the following requirements:

A. City officer may not accept contribution after officer knows proceeding is pending

While the RFP process and award of an agreement hereunder is pending, and for twelve (12) months following the date an agreement is awarded, a City officer shall not accept, solicit, or direct a campaign contribution, to their own or any other campaign, of more than \$250 from a party to the process or agreement or a party's agent, or a participant or a participant's agent if the officer has reason to know that the participant has a financial interest in the process or agreement.

B. City officer may not participate after receiving contribution

A City officer shall not make, participate in making, or in any way use the officer's official position to influence a decision in the RFP process or award of an agreement, if the officer has willfully or knowingly received a campaign contribution of more than \$250 within the preceding twelve (12) months from a party to the process or agreement or a party's agent,

or a participant or a participant's agent if the officer has reason to know that the participant has a financial interest in the process or agreement.

C. Party may not contribute to City officer while process or agreement award is pending

A party to the RFP process or agreement award, or a participant in the process, or their agents, shall not make a campaign contribution of more than \$250 to a City officer while the process and agreement award are pending before the City, and for twelve (12) months following the date the agreement is awarded.

D. Party must disclose contributions made to City officer within certain timeframe

A party to the RFP process or agreement award shall disclose on the record, before an agreement is awarded, any campaign contribution of more than \$250 made to a City officer within the preceding twelve (12) months by the party or the party's agent.

The selected respondent will be required to sign and submit a CAMPAIGN CONTRIBUTION DISCLOSURE FORM to the City after selection and prior to award of the agreement by the Municipal City Council.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure a contract for services. The CITY reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the CITY to do so.

The prospective consultant is advised, that should this RFP result in a recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City, which will include approval by the City Council.

All products used or developed in the execution of any contract resulting from this RFP may become public domain as the grant is publicly funded.

Contract award as a result of this RFP will be made without discrimination based on race, color, religion, age, sex, or national origin.

Consultants must comply with Government Code §84308 regarding campaign contributions to local officials.

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## **15. OTHER INFORMATION**

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. The City

reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

The prospective consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City, which will include approval by the City Manager.

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

Contract award as a result of this RFP will be made without discrimination based on race, color, religion, age, sex, or national origin.

This RFP and relevant project documents are available at the City of Marysville website: [www.marysville.ca.us](http://www.marysville.ca.us).

### ***Questions Regarding the RFP***

All questions relating to this RFP must be addressed in writing to the, City of Marysville, 526 C Street, Marysville, CA 95901 or by email to **msanchez@marysville.ca.us with a CC to and kpease@masfirm.com** received no later than the time specified in Section VI.

Questions received after this time will not be answered. Questions and responses will be posted on the City of Marysville website noted elsewhere in this RFP. It will be the proposer's responsibility to periodically review the website for addenda and responses to questions and to review any additional information that may be provided by the City.

### **X. Disclaimer**

a) Where funds allocated to this project are not made available, withheld, or reduced by regional or local government entity, the City of Marysville is under no obligation to fund this project, including, but not limited to, any agreement that may be negotiated for consulting services which is the subject of this RFP.

b) Any consulting firm selected must, as a condition of entering into any agreement with the City, comply with any requirements imposed upon the City by any state, regional or local public agency or entity, which has agreed to provide funding for this project including, but not limited to, any agreement or amendment that may be negotiated for professional consulting services which is the subject of this RFP.

c) All costs incurred in the preparation and submission of proposals and related documentation will be borne by the consulting firm.

d) Selection of qualified consulting firms will be made on the basis of the proposals as submitted, although the CITY reserves the right to interview applicants as part of the selection process.

e) The CITY reserves the right to award the contract to the proposer who presents the qualifications which, in the judgment of the CITY, best accomplishes the desired results.

f) This RFP does not constitute an offer of employment or to contract for services.

g) The CITY reserves the option to accept or reject any or all submittals, wholly or in part, received by reason of this request, and make an award, or no award, by reason of the CITY's judgment as to its best interests.

h) All documents submitted to the CITY in response to this RFP will become the exclusive property of the CITY and may be returned to the proposer or kept by the CITY, at the sole discretion of the CITY.

i) All submittals shall remain firm for four (4) months, or 120 days following closing date for receipt of SOQs.

j) Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a consulting firm's submittals will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the CITY during subsequent negotiations.

k) The selected consulting firm must be qualified to provide the requested services, able to satisfy all insurance requirements of the CITY, and be available to commence work according to the proposed schedule contained in this RFP.

l) Under the provisions of the California Public Records Act (the "Act"), Government code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the City, must be available for inspection and copying upon request of any person. Under the Act, the City may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any consulting firm believes that information contained in its response to this RFP should be protected from disclosure, the consulting firm MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: The data on pages [ \_\_ ] of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the consulting firm's competitive position. Proposer requests that such data be used only for evaluation of the response, but understands that the disclosure will be limited to the extent the City considers proper under law. If an agreement is entered into with the consulting firm, the City shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The City will not honor any attempt by a consulting firm to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, consulting firm shall indemnify, defend, and hold harmless, the City arising out of such dispute, lawsuit, claim or demand.

**Attachments to this RFP:**

Exhibit A – Insurance Requirements

Exhibit B- Waiver

Exhibit C- Sample contract

## **EXHIBIT A – PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- Insurance Services Office (ISO) Commercial General Liability coverage
- ISO Business Auto Coverage
- Workers' Compensation insurance as required by the State of California
- Professional Liability (Errors & Omissions)

### **Minimum Limits of Insurance**

Commercial General Liability

- \$2,000,000 per occurrence
- \$4,000,000 aggregate

Automobile Liability

- \$1,000,000 combined single limit per accident

Workers' Compensation

- Statutory limits
- Employer's Liability: \$1,000,000 per accident

Professional Liability (E&O)

- \$2,000,000 per claim
- \$2,000,000 aggregate

### **Other Insurance Provisions**

- The City of Marysville shall be named as additional insured
  - Coverage shall be primary and non-contributory
  - Waiver of subrogation in favor of the City
  - 30-day notice of cancellation (10 days for non-payment)
-

## **EXHIBIT B – WAIVER**

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_

Signature \_\_\_\_\_

## **EXHIBIT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

This agreement ("Agreement") entered into this xx day of xxx, 2026, is between the City of Marysville, a charter city and municipal corporation of the State of California located at 526 C Street, Marysville, CA 95901, ("City") and xxx ("Consultant").

### **RECITALS**

- A. The Consultant is specially trained, experienced and competent to provide the professional services required by this Agreement.
- B. The Consultant possesses the skill, experience, ability, background, license, certification, as required by law and knowledge to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

Now, therefore, it is agreed by and between City and Consultant as follows:

### **AGREEMENT**

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Scope of Service.

(a) Services to be Furnished. The Consultant shall furnish the following services in a professional manner. The City is in need of assistance to improve mobility including:

- Translating previously identified safety recommendations into location-specific improvement concepts
  - Preparing conceptual designs and countermeasure packages for priority intersections and corridors
  - Developing realistic order-of-magnitude cost estimates
  - Identifying projects suitable for future construction grant
  - Implementing three demonstration or quick-build pilot projects
- Evaluating optional railroad safety improvements, quiet zone feasibility, and potential grade-separated bicycle and pedestrian connectivity improvements

(b) Schedule for Performance. The services shall commence upon execution of this Agreement and shall continue through December 1, 2029.

(c) Standard of Quality. All work performed by the Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

(d) Compliance With Laws. Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. Consultant represents and warrants to City that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. Consultant shall maintain a City of Marysville business license. Consultant shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by City. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

### 3. Compensation.

(a) Schedule of Payment. Compensation to be paid by City to Consultant for the services rendered hereunder shall be on a time basis based upon the payment schedule in Exhibit A attached hereto and hereby incorporated by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

(b) Additional Services. City shall make no payment to Consultant for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7. Consultant shall not commence any work exceeding the Scope of Services in Section 2 without prior written authorization from the City.

(c) Invoicing and Payment. Consultant shall submit periodic invoices based on the payment schedule in Exhibit A, for the services rendered during the agreed upon. City shall approve or disapprove the invoice within fifteen (15) calendar days following receipt thereof and shall pay all approved invoices and billings within thirty (30) calendar days. City reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 11, of all such disputed specific items within fifteen (15) business days following receipt of an invoice. The parties shall exercise good faith and diligence in the resolution of any disputed invoice amounts.

(d) Total compensation shall not exceed \$xxx.

4. Term of Agreement. This Agreement shall be effective immediately and shall remain in effect until completed pursuant to Section 2(b), amended pursuant to Section 6, or terminated pursuant to Section 5.

5. Termination.

(a) City shall have the right to terminate this Agreement for any reason, at any time, by serving upon Consultant thirty (30) calendar days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the US mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 10.

(b) If City issues a notice of termination:

(i) Consultant shall immediately cease rendering services pursuant to this Agreement;

(ii) City shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations prescribed by Section 3 of this Agreement, less any compensation to City for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Exhibit A. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then City shall be obligated to compensate Consultant only for that portion of Consultant's services which are of benefit to City.

6. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

7. Nondisclosure of Confidential Information. Consultant shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of City without the prior written consent of City.

8. Inspection. City representatives shall, with reasonable notice, have access to the work and work records of Consultant, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

9. Independent Contractor. In the performance of the services in this Agreement, Consultant is an independent contractor and is not an agent or employee of City. Consultant, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit City to any decision or course of action, and shall not represent to any

person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said service hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

10. Notice. Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- a. by personal delivery, effective upon receipt by the addressee;
- b. by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

City:

City of Marysville  
526 C Street  
Marysville, California 95901  
Attn: City Clerk  
Phone: (530) 749-3901  
Fax: (530) 749-3992

Consultant:

Either party may change its address for notices by complying with the notice procedures in this Section.

11. Ownership of Materials. City is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of City, Consultant shall deliver to City all writings, records, and information created or maintained pursuant to this Agreement and for which Consultant has been paid in accordance with this Agreement. The term "writings" in this Section has the same definition as provided in Section 6(b)(ii).

12. Assignment; Subcontracting; Employees.

(a) Assignment. Consultant shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of

City. Any assignment without such approval shall be void and, at City's option, shall terminate this Agreement and any license or privilege granted herein.

(b) Subcontracting. Consultant shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of City. If City consents to Consultant's hiring of subcontractors, all subcontractors are deemed to be employees of Consultant and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

13. Binding Agreement. This Agreement shall bind the successors of City and Consultant in the same manner as if they were expressly named herein.

14. Waiver.

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

15. Nondiscrimination.

(a) Consultant shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability.

(b) Consultant shall comply with all federal and state anti-discrimination and civil rights laws.

(c) Consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices that Consultant shall provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 16(a).

16. Indemnity. Consultant shall indemnify and hold City and its respective officers, directors, employees and agents free and harmless from and against any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind, including reasonable fees of attorneys and expert witnesses, to the extent they arise out of or are in any way connected with the performance of the agreement by City, its agents,

directors, or employees, or by Consultant, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract, or upon a claim for personal injury, death or property damages or upon any other legal or equitable theory whatsoever. Consultant shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole active negligence or willful misconduct of City.

17. Insurance Requirement. Consultant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement, the insurance coverage and policies as set forth in Exhibit C attached hereto.

18. Workers' Compensation.

(a) Covenant to Provide. Consultant warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its elected or appointed officials, agents, and employees for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for City.

19. Financial Records. Consultant shall retain all financial records, including but not limited to documents, reports, books, and accounting records which pertain to any work or transaction performed pursuant to this Agreement for three (3) years after the expiration of this Agreement. City or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

20. Conflict of Interest. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the City's interest. During the term of this Agreement, Consultant shall not accept any employment or engage in any consulting work which creates a conflict of interest with City or in any way compromises the services to be performed under this Agreement. Consultant shall immediately notify City of any and all violations of this Section upon becoming aware of such violation.

21. Time of the Essence. Consultant understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

22. Severability. If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid,

the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

23. Governing Law and Choice of Forum. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Consolidated Municipal and Superior Court of Sutter County.

25. Costs and Attorney's Fees. 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 may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

26. Authority. The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

27. Force Majeure. Except as otherwise provided in this Agreement, if the performance of any act required by this Agreement by either City or Consultant is prevented or delayed by reason of any act of God, strike, act of terrorism, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

28. Integration. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 6.

**\*\*SIGNATURES ON FOLLOWING PAGE\*\***

Executed by City and Consultant on the date shown next to their respective signatures. The effective date of this Agreement shall be the date of execution by the City as shown below.

**City of Marysville**

**Consultant**

By: \_\_\_\_\_  
Jim Schaad, City Manager

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

Approved as to Form:

By: \_\_\_\_\_  
Brant Bordsen, City Attorney

Business License #: \_\_\_\_\_

Taxpayer ID Number.: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maggie Sanchez, City Clerk

Attestation Date: \_\_\_\_\_

Attachments:

Exhibit A – Insurance Requirements

Exhibit B- Waiver

Exhibit C- Contract