



**CITY OF EAST PALO ALTO
PUBLIC WORKS DEPARTMENT**

REQUEST FOR PROPOSALS

On-Call Public Works Inspection Services

Issue Date: August 26, 2026

Proposals Due: September 8, 2026, 5:00 PM

Submit proposals to:

Jessica Felix, Management Analyst — Jfelix@cityofepa.org
Public Works Department, City of East Palo Alto
1960 Tate Street, East Palo Alto, CA 94303 | (650) 853-3189

1. INTRODUCTION AND PURPOSE

The City of East Palo Alto (“City”) is soliciting proposals from experienced and qualified firms to provide as-needed, on-call public works inspection services in support of the City’s Capital Improvement Program (CIP) projects, permit and encroachment work, and other public works activities. The City intends to establish on-call agreement(s) with one or more qualified firms and to assign work by individual task order as projects and needs arise.

2. SCOPE OF SERVICES

The selected firm(s) shall provide public works inspection services on an as-needed basis. Services requested include, but are not limited to, the following:

- Construction inspection for CIP projects, including roadway, sidewalk and ADA, water, sewer, storm drain, streetlight, traffic, and park and facility improvements.
- Inspection of permit and encroachment work performed within the public right-of-way by utilities, developers, contractors, or residents.
- Inspection of private development work subject to Public Works conditions of approval.
- Verification that work conforms to approved plans, specifications, City standards, and applicable codes and regulations.
- Preparation of daily inspection reports, photo documentation, records of quantities, and other project documentation.
- Review and monitoring of contractor traffic control, safety, and compliance with permit conditions.
- Coordination with City engineering staff, contractors, permittees, utilities, and other agencies as needed.

Inspectors assigned to City work shall hold qualifications and certifications appropriate to the assigned tasks (e.g., public works construction inspection experience, and where applicable, certifications such as ACI, QSD/QSP, or traffic control), and shall be available to respond to task orders within a reasonable time.

3. TERM AND COMPENSATION

The City anticipates awarding on-call agreement(s) for a term of up to three (3) years, with the option to extend at the City’s sole discretion. Compensation will be based on the awarded firm’s submitted hourly fee schedule, applied to work authorized by task order. The selected firm(s) will be required to enter into the City’s standard Contractor and Professional Services Agreement, a sample of which is attached as **Exhibit A**. All Consultants that respond to the RFP shall assume that the execution of this agreement, without changes, will be a required condition.

4. PROPOSAL SUBMITTAL REQUIREMENTS

To be considered, each firm must submit a concise proposal (recommended maximum of ten (10) pages, excluding resumes and required certificates) that includes the following:

- Name of firm, business address, contact person, telephone number, and email address, and a brief statement of the firm’s understanding of the requested services.
- A statement of the firm’s qualifications and relevant public works inspection experience.
- A minimum of three (3) references from public agency clients for inspection work of similar scope, including contact information.

- Resumes and applicable certifications of the key inspection personnel to be assigned to City work.
- A fee schedule listing hourly billing rates by classification, including any overtime, mileage, or reimbursable rates.
- Copies of applicable professional licenses, certifications, and evidence of the ability to meet the City's insurance requirements (worker's compensation, general liability, professional liability, and automobile liability).

Proposals must be clearly marked "On-Call Public Works Inspection Services RFP" and submitted by email to the contact identified in Section 7 no later than the date and time stated on the cover page. The firm is solely responsible for ensuring timely delivery; late proposals will not be considered.

5. SELECTION PROCESS AND EVALUATION CRITERIA

A Review Selection Committee will evaluate responsive proposals against the qualifications-based criteria below. Consistent with California Government Code section 4526, the City will select the firm(s) demonstrating the best competence and qualifications for the services required; price is not a scored criterion. The City may request interviews with the top-ranked firm(s), and will negotiate fair and reasonable fees with the top-ranked firm(s) prior to award. Firms must nonetheless submit the fee schedule required under Section 4 for use in negotiation. Proposals will be scored on a 100-point basis as follows:

Evaluation Criteria	Maximum Points
A. Qualifications and relevant experience of the firm	30
B. Qualifications, certifications, and availability of the inspection personnel to be assigned	25
C. Demonstrated experience on public works inspection projects of similar scope, including references	25
D. Approach to on-call service delivery	20
TOTAL	100

6. GENERAL TERMS AND CONDITIONS

6.1 Reservation of Rights

The City reserves the right to reject any or all proposals, to waive minor irregularities, to request clarifications, to issue addenda, and to award in the manner that best serves the interests of the City. Issuance of this RFP does not obligate the City to award a contract. No contract shall exist until a written agreement is fully executed by the City.

6.2 Liability

The City of East Palo Alto assumes no responsibility or liability for costs incurred by the firm prior to the execution of an agreement. The total liability of the City is limited to the terms and conditions of any contract resulting from this RFP.

6.3 Insurance

The selected firm(s) shall maintain insurance in the types and amounts required by the City's standard agreement, including worker's compensation, commercial general liability, automobile liability, and professional liability, and shall name the City as additional insured where applicable.

6.4 Indemnification and Compliance with Laws

The firm shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the work, and shall comply with all applicable local, state, and federal laws and regulations, including prevailing wage requirements where applicable. The firm will also be subject to the Anti-Harassment Policies adopted by the City Council of the City of East Palo Alto.

6.5 Public Records

Proposals submitted in response to this RFP are public records subject to disclosure under the California Public Records Act.

7. QUESTIONS AND CONTACT

All questions and proposals shall be directed to:

Jessica Felix, Management Analyst
Public Works Department, City of East Palo Alto
1960 Tate Street, East Palo Alto, CA 94303
Jfelix@cityofepa.org | (650) 853-3189

EXHIBIT A

SAMPLE CONTRACTOR AND PROFESSIONAL SERVICES AGREEMENT

This sample is provided for reference only. The final agreement will be issued on the City's current standard form and is subject to review and approval by the City Attorney.

This Contractor and Professional Services Agreement ("Agreement") is made and entered into by and between the City of East Palo Alto, a municipal corporation ("City"), and [Contractor Name], a [entity type] ("Contractor"), as authorized by Resolution No. [____].

1. Services

Contractor shall perform the services described in the Scope of Services attached as Exhibit A, in a competent and professional manner and in accordance with the applicable standard of care.

2. Payment

City shall pay Contractor in accordance with the rates set forth in the Fee Schedule attached as Exhibit B. Work shall be authorized by written task order, and total compensation under this Agreement shall not exceed [\$____] without prior written authorization by the City.

3. Term

This Agreement commences on [____] and terminates on [____], unless extended or terminated earlier as provided herein. The City may, at its sole discretion, extend the term for up to a total of five (5) years.

4. Facilities and Equipment

Contractor shall, at its own expense, provide all facilities, equipment, and personnel necessary to perform the services, except as otherwise expressly provided in Exhibit A.

5. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney fees, arising out of or resulting from the performance of the services, except to the extent caused by the sole negligence or willful misconduct of the City.

6. Insurance

Contractor shall procure and maintain, for the duration of this Agreement, insurance in the types and amounts set forth in Exhibit C, including worker's compensation, commercial general liability, automobile liability, and professional liability. The City shall be named as additional insured where applicable. Failure to maintain required insurance shall constitute a material breach of this Agreement.

7. Independent Contractor

Contractor is an independent contractor and not an employee or agent of the City. Contractor is solely responsible for the means and methods of performing the services and for all taxes, benefits, and obligations relating to its personnel.

8. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the services, including prevailing wage requirements where applicable and the Anti-Harassment Policies adopted by the City Council.

9. Termination

The City may terminate this Agreement, in whole or in part, for its convenience upon written notice to Contractor. Upon termination, Contractor shall be paid for services satisfactorily performed through the effective date of termination.

10. Records and Audit

Contractor shall maintain complete records relating to the services and shall make such records available to the City for inspection and audit upon reasonable notice for the period required by law.

11. Assignment

Contractor shall not assign or subcontract any portion of this Agreement without the prior written consent of the City.

12. Notices

All notices shall be given in writing to the parties at the addresses set forth in this Agreement, or at such other address as a party may designate in writing.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall lie in San Mateo County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF EAST PALO ALTO

CONTRACTOR

By: _____
[City Manager], City Manager

By: _____
[Name], [Title]

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Exhibit A – Scope of Services (as described in this RFP and applicable task orders)

Exhibit B – Fee Schedule (awarded firm's hourly rates)

Exhibit C – Insurance Requirements

EXHIBIT B
PROPOSAL EVALUATION SCORING SHEET

Qualifications-based evaluation (Gov. Code § 4526). One sheet per proposal, per evaluator. Price is not scored; fair and reasonable fees are negotiated with the top-ranked firm prior to award.

EVALUATOR CERTIFICATION

By signing below, I certify that: (1) I have no financial or personal interest in any firm submitting a proposal and no conflict of interest under the Political Reform Act or Government Code section 1090; (2) I will evaluate each proposal independently and solely on the criteria stated in the RFP; and (3) I will keep the contents of the proposals and the committee's deliberations confidential to the extent permitted by law. I understand that proposals are public records subject to the California Public Records Act.

Evaluator (print): _____ Signature: _____ Date: _____

Proposer / Firm: _____	Evaluator: _____	Date: _____
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Criteria	Max	Score	Notes
A. Qualifications & Relevant Experience of Firm	30		
Firm's overall qualifications and years of relevant public works inspection experience	20		
Financial and organizational capacity to perform on-call work	10		
B. Assigned Inspection Personnel	25		
Qualifications and certifications of assigned inspectors	15		
Availability and ability to respond to task orders	10		
C. Relevant Project Experience & References	25		
Demonstrated experience on public works inspection projects of similar scope	15		
Quality of references from public agency clients	10		
D. Approach & Responsiveness	20		
Approach to on-call service delivery; completeness and responsiveness of the proposal	20		
TOTAL SCORE	100		

Scoring Guide

Exceptional (90–100%) – Substantially exceeds the criterion. Strong (75–89%) – Fully meets and exceeds in areas. Adequate (60–74%) – Meets the criterion. Deficient (below 60%) – Partially meets or does not meet the criterion.

Tabulation: Individual evaluator scores are combined to produce a composite score and ranking. The top-ranked firm(s) will be recommended for award; fair and reasonable fees will be negotiated prior to award consistent with Government Code section 4526.

Committee Member Recommendation

☐ Recommend for award / negotiation ☐ Recommend for interview ☐ Do not recommend

Comments: _____

Signature: _____ Date: _____

EXHIBIT C

INSURANCE REQUIREMENTS

I. TYPES OF INSURANCE

- A. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
- D. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

II. ADDITIONAL REQUIREMENTS

- A. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- C. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause).
- E. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
- F. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
- G. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.