



REQUEST FOR QUALIFICATIONS
FOR
ON-CALL TRAFFIC ENGINEERING AND
TRANSPORTATION PLANNING SERVICES

February 25, 2020

One (1) electronic PDF copy of proposal must be received at the address below no later than 3:00 p.m. PST, Wednesday, March 18, 2020. Late proposals will not be considered.

ATTN: Joanna Ortiz, Junior Engineer
City of West Sacramento
Capital Projects & Transportation
1110 West Capitol Avenue, 1st Floor
West Sacramento, California 95691

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Appendix A – Sample Contract for Services

I. INTRODUCTION AND BACKGROUND

The City of West Sacramento (City) is seeking Statement of Qualifications (SOQ) from qualified, interested firms to provide on-call professional traffic engineering and transportation planning services. Potential services will include but are not limited to traffic impact studies, data collection, and signal design and operational improvements.

The City continues to experience growth in the Bridge District, Southport, Washington District and other areas of the City. The City's recent growth has increased the need for professional traffic engineering and transportation planning services.

This solicitation establishes three (3) categories based on services typically provided by consultants. The SOQ should specifically state which category the consultant desires to be considered for. Consultants can be considered for all categories, if interest is stated and qualification is demonstrated. The City would like to retain at least three (3) on-call consulting firms for each category. The duration of the agreements will be three (3) years and the City reserves the option to extend the agreements up to an additional two (2) years, in twelve-month increments.

This Request for Qualifications (RFQ) describes the required scope of services and the information that must be included in each SOQ. Failure to submit information in accordance with the RFQ's requirements and procedures may be cause for disqualification.

The following background/reference documents are available for review in the Community Development office, 1110 West Capitol Avenue, Second Floor, West Sacramento. These documents are also available on the City's website at www.cityofwestsacramento.org:

- City of West Sacramento 2035 General Plan Update (adopted 2016)
- Southport Framework Plan
- 2004 Traffic Demand Model Update
- Super Cumulative Traffic Study
- 2005 Traffic Impact Fee Study
- West Sacramento Bridge District Plan
- Traffic Impact Analysis Guidelines
- Bicycle, Pedestrian & Trails Master Plan (Updated 2018)

The City is seeking firms that have relevant experience in delivering tasks summarized in the categories within the scope of services below. SOQ should thoroughly demonstrate understanding of qualifications and experience in desired categories.

III. SCOPE OF SERVICES

Project Management

The selected consultants are expected to manage assigned projects, costs, resources, and complete assigned work on schedule. To ensure the projects remain on track, the consultant shall assign a project manager who will act as the City's primary contact and will be entirely responsible for the consultant's work (including subconsultant work).

The following project management activities will be required. The SOQ should demonstrate sufficient skills to complete the following:

1. Upon request of the City, the consultant shall submit a proposal summarizing project understanding, approach, proposed scope of work, schedule and budget for each task order.

2. Upon issuance of a task order, the consultant shall present a project schedule and make requests for necessary information within one week.
3. Progress Reports – The consultant shall provide written progress reports within the monthly invoices to the City’s project manager which shall include the following information:
 - a. Status of work completed to date.
 - b. Work anticipated to be completed in the next reporting period.
 - c. Problems/obstacles identified during the reporting period.
 - d. Outstanding issues
4. Coordination meetings – The consultant, working closely with the City’s project manager, shall conduct coordination meetings as needed to complete the required task related to the various portions of the projects. Attendees will include appropriate City staff as well as appropriate individuals from the consultant team. The consultant shall provide an agenda and prepare minutes for all meetings. In addition, the consultant shall update the project schedule prior to the coordination meetings and shall present the updated schedule at the meeting.

Technical Qualifications

The Statement of Qualifications should demonstrate sufficient experience to complete tasks under the categories below:

Category 1

- Data collection
- Speed surveys
- Pedestrian/Bicycle counts
- Vehicle counts and movements
- Signal timing evaluations & modifications
- Data analytics, mapping, visualizations
- Preparation of grant applications and reports

Category 2

- Traffic forecasting utilizing regional and local traffic models
- VMT analysis and mitigation measures
- Traffic impact studies
- Traffic circulation and operational studies
- Multi-modal transportation planning and analysis
- Intersection control evaluations (ICE)
- Peer reviews
- Construction cost estimates
- Preliminary design reports

Category 3

- Traffic signal design
- Street lighting plans
- Multi-modal roadway design
- Bicycle and pedestrian infrastructure design
- Traffic control plans
- Signing and striping plans
- Roundabout design
- Design mapping

- Peer reviews
- Construction cost estimates

IV. SOQ GUIDELINES

Submitted SOQ should address the following information in the order listed:

1. Introductory Letter
2. Office location from which the work will be performed
3. Qualifications and Experience of firm(s) and key team members
4. References
5. Ability to provide identified services in a timely, high-quality manner
6. Local Benefit Statement
7. Conflict of Interest Statement (City)
8. Insurance Requirements
9. Supportive Information

Submit one (1) electronic PDF on USB.

Recommended Detail

1. Introductory Letter

This letter should be on company letterhead and addressed to the City project manager with a statement of the consultant's basic understanding of the City's needs. The names, the business address, and telephone numbers of the firm's principal responsible for executing the project's agreement. The information should describe the nature of the work and the line of authority of these individuals. If appropriate, contact information and qualifications of subconsultants that may participate on this Project.

Within the introductory letter, the consultant should address the acceptability of the terms and conditions for the standard Contract for Services contained in **Appendix A**. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the City.

2. Office location from which the work will be performed

Indicate the location of the office from which the contract will be managed and/or the majority of the key personnel assigned to the contract will be located. Locations of sub-consultant's offices will be identified as well.

3. Qualifications and Experience of Firm and Key Team Members

Include an organization chart for the proposed consultant team. Identify the project manager, other key individuals and their responsibilities, and provide resumes of these individuals. Include the expected amount of involvement for each consultant team member. Experience on similar or related work should be included.

Include a listing of current work commitments to other projects or activities in sufficient detail to show that the organization and all of the individuals assigned to the contract will be available to complete assigned projects.

Describe the Consultant firm's available resources and capability for undertaking and performing the work. Any changes in key personnel after the award of the contract must be approved by the City before the change is made.

Resumes (2 page max) of key personnel to be assigned should also be included with information on specific projects the individual has been involved with, demonstrating relevant experience including experience with the City in the last five years.

4. References

All key individuals listed in the organization chart should have four (4) professional references listed. References provided should be agency project managers on similar projects, or other responsible individuals who have recent, direct working experience with the proposed key individuals. References will be contacted as part of the selection process. References should include the contact name, title, company/organization, address, e-mail and phone number.

5. Ability to provide identified services in a timely, high-quality manner

Describe how the firm will begin services when contacted by the City and the time required before services could be expected to begin. Describe previous experience/references for providing services on similar or related contracts. Provide any other information that may assist the City in evaluating the ability, flexibility, and responsiveness in providing quality future required services in a timely, high-quality manner.

6. Local Benefit Statement

Describe the local benefit to the West Sacramento community should your firm be selected. Local benefit may include but is not limited to expenditures made to local businesses, vendors, suppliers, labor or subcontractors used in support of the Project as well as fees or taxes paid to the City. For purposes of this section, a local vendor or service provider is one located within city limits and in possession of a West Sacramento business license. The local benefit statement provided will be considered as informational only to the City and will not be considered in the Consultant evaluation or selection process.

7. Conflict of Interest Statement

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

8. Insurance Requirements

The prospective consultant will provide a summary of the firm's current insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. City required endorsements and minimum coverage limits must be provided at time of contract execution (see **Appendix B**).

9. Supplemental Information

Supportive information may include graphs, charts, photos, resumes, references, etc., at the Respondent's discretion.

V. SELECTION PROCESS AND SCHEDULE

After receipt of all SOQs, the City will conduct an evaluation of the written SOQs and rank them accordingly. An oral presentation of the most qualified proposals may be required. The final ranking and on-call list will be based on the SOQ.

Aside from announcing the top ranked SOQs, the rankings will be kept confidential. Firms selected should be prepared to sign the City's standard Contract for Services (**Appendix A**) and must meet the City minimum insurance requirements in provision 16 of the contract. Services with

an estimated value less than \$10,000 will be contracted with the Contract for Services. Tasks within this threshold will be assigned on rotational basis beginning with the top ranked firm. Services with an estimated value exceeding \$10,000 will be procured with project specific Request For Proposals (RFP) and will be assigned based on a qualification-based evaluation.

As needs are identified, participating firms will prepare and submit a scope, schedule, and budget for the work. The City will select a firm to perform the work, and the final scope, schedule and budget will be negotiated.

The City will then negotiate a contract which is reasonable and mutually agreeable to the City and the top ranked firm(s). If there are unresolved issues and negotiations are unsuccessful with the top ranked firm, negotiations with that firm will be formally terminated, and the City may attempt to negotiate an agreement with the next highest ranked firm(s).

The on-call list from this solicitation may also be used to request proposals for assignments involving federal funding, predominantly Category 3 tasks. In order to be considered for such assignments, consultants should be prepared to comply with Caltrans Local Assistance Program Manual (LAPM) Chapter 10, specifically Exhibits 10-I, 10-01, 10-H, 10-K, and 10-Q.

No minimum amount of work is guaranteed. Work may be assigned to on-call firms by the City at their sole discretion through either sole source or competitive bid selection.

If the selected firm fails to perform to the City's satisfaction, the City reserves the right to terminate the work and award the work to another on-call firm.

Tentative Schedule

RFP Issued	February 25, 2020
Deadline for Questions in Writing	March 6, 2020
Response to Questions	March 10, 2020
Deadline for RFP Submittal	March 18, 2020 by 3:00pm PST
Selection or Shortlist Notifications	March 20, 2020
City Council Award	April 1, 2020
Notice to Proceed	April 2, 2020

VI. SELECTION CRITERIA**SAMPLE CONSULTANT EVALUATION SHEET**

Criteria	Max Points	Rating
1. Demonstrated understanding of the type of work to be done	20	
2. Qualifications and experience of staff with similar kinds of work, including City of West Sacramento	20	
3. Familiarity with city and state standards, guidelines, models, and operations	20	
4. Demonstrated ability to provide identified services in a timely, high-quality manner	20	
5. References	20	
Total	100	

VIII. INQUIRIES

Questions should be made in writing and e-mailed by date indicated in Section V to Joanna Ortiz at joannao@cityofwestsacramento.org

VII. SUBMITTAL DEADLINE

The City must receive one (1) electronic PDF copy on a USB Flash Drive of proposals from interested firms no later than **3:00 p.m. local time March 18, 2020**

APPENDIX A – CONTRACT FOR SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20____, by and between the CITY OF WEST SACRAMENTO (“City”), and _____ (“Consultant”).

WITNESSETH:

WHEREAS, the City [desires] _____;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, 20____, (attached hereto and incorporated herein as **Exhibit “A”**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit “A”**. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit “B”**.

B. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of 24 months in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed _____ (\$_____), without City's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City. The reuse of any of the materials or documents described in Paragraph 7.A by the City on any other project without the written permission of the Consultant, shall be at the City's sole risk and the City agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the City or by others acting through the City. The Consultant is not responsible and liability is waived by the City as against the Consultant for use by the City or any other person of any data, reports, plans or drawings not signed by the Consultant.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "D".

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or

enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: _____
Title:

EXHIBITS

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the 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, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____

EXHIBIT B
LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor

employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

Consultant Questionnaire

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name _____ (Agreement Date) _____

Name of Consultant* _____
(First Name) (Middle Initial) (Last Name)

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

A. Will consultant make governmental decision whether to

- 1. Approve a rate, rule, or regulation? Yes No
- 2. Adopt or enforce a law? Yes No
- 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No
- 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No
- 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No
- 6. Grant agency approval to a plan, design, report, study, or similar item? Yes No
- 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No

B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No

Will consultant manage public investments? Yes No

Name of City Staff Completing Questionnaire Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation*

