



**REQUEST FOR PROPOSAL**  
for  
**Labor Compliance Services**

March 10, 2020

**State Streets Sewer Rehabilitation Project**  
Work Order No. 31281  
DIR Project ID: 322750

Two (2) hardcopy and one (1) electronic PDF copy of proposal must be received at the address below no later than **March 17, 2020 at 11:00 am local time.** Late proposals will not be considered.

ATTN: Amber Wallace, P.E., Project Manager  
City of West Sacramento  
Capital Projects & Transportation  
1110 West Capitol Ave, 1<sup>st</sup> Floor  
West Sacramento, California 95691

**Please submit cost proposal in a separate sealed envelope.**

## 1. INTRODUCTION

The City of West Sacramento, Capital Projects and Transportation Department, is requesting proposals to provide labor compliance services for the **State Streets Sewer Rehabilitation Project**

Interested firms should submit one (2) hard copy, (1) electronic proposal and one (1) separate sealed envelope with the cost proposal to:

Attention: Amber Wallace, Project Manager  
City of West Sacramento  
Public Works Department  
1110 West Capitol Avenue, 1<sup>st</sup> Floor  
West Sacramento, CA 95691

## 2. BACKGROUND

The State Streets Sewer Rehabilitation Project is lining 48,000 linear feet of 8-inch and 12-inch sewer mains with cured-in-place pipe (CIPP) in the State Streets neighborhood bounded by Jefferson Blvd, Stone Blvd, and Park Blvd. The City also has the intent to rehabilitate the sewer lower laterals between the city cleanout and the mainline with some extra funds we have. Please see the Plans and Specifications located in the link below for additional project details.

[https://www.dropbox.com/transfer/AAAAALvJ23c02O2XCi8Zcoxg5VP8\\_2AQBX\\_hrL9hY2uozpGP-803Jgs](https://www.dropbox.com/transfer/AAAAALvJ23c02O2XCi8Zcoxg5VP8_2AQBX_hrL9hY2uozpGP-803Jgs)

**Project Funding:** The project will be funded by the sewer fund. Construction (value) \$2,694,110. We are not using Federal or State funding on this project.

### Task Order / RFP Tentative Timeline

◆ RFP / Task Order issued to on-call firms	March 10, 2020
◆ Proposals due	March 17, 2020 11:00 a.m.
◆ Consultant Selection	March 19, 2020
◆ Notice to Proceed (Tentative)	March 23, 2020

### State Streets Sewer Rehabilitation Project

◆ Project Awarded	February 19, 2020
◆ Pre-Construction Meeting	March 4, 2020
◆ Construction Notice to Proceed (Tentative)	March 23, 2020
◆ <b>Project duration:</b>	330 Calendar Days

### 3. FIRM QUALIFICATIONS AND EXPERIENCE REQUIREMENT

Labor Compliance: Experience, and qualifications, to perform the scope of work and expertise as outlined in the task order attachments.

Administration: Support staff as required. Cost for this item needs to be clearly identified as a separate item on your cost proposal that is provided in a sealed envelope. Sub tasks, or activities, for this work may be broken down with a summary total provided for the activity.

### 4. SCOPE OF WORK

The Consultant will provide labor compliance services for the work delineated in the Project Specifications

In addition to the typical duties listed below the consultant will be expected to fully comply with the governing directions and procedures and prevailing wage rules:

- Review the bid package for construction project(s). The bid package review will ensure that the correct recording and reporting forms and wage rates are included per requirements of the project funding programs(s) – federal and/or state as appropriate.
- ~~As the primary contact person for issues related to labor standards, the consultant will attend the pre-construction conference to provide the Contractor and sub-contractors with contractor labor compliance handouts, applicable wage rate information and documents, and review the applicable labor standards requirements. (Completed on March 4)~~
- Obtain applicable wage rate information for the project funding source. The applicable wage rate decisions shall be provided to the prime contractor and all sub-contractors for inclusion in all subsequent sub-contractor contracts as required by applicable labor law.
- When discrepancies are identified regarding pay and benefits with a contractor's employee work with the contractor to resolve the issue in an expedient manner, provide documentation of the problem and outcome to the city project engineer/manager.
- Conduct on-site job interviews with the contractor, and sub-contractor, employees to ensure compliance, document and report findings as required, for the duration of the project.

- Assist the city project manager with gathering information that is requested through public record act requests as they relate to the project labor compliance program. Provide the city project manager with an end of project final report documenting the activity tasks and conclusions consistent with project funding requirements. Some of the areas to outline are – contract documents containing prevailing wage requirements, meetings attended pertaining to the program, notification to project workers of labor compliance program’s contact person, certified payroll record (CPR) review log/matrix to include job classifications and prevailing wage determinations, process for CPR investigation or audit – worker interviews, complaint from worker, or other interested person, employer payments confirmation (health & welfare, pension, and vacation/holiday), contributions to California apprenticeship council or other approved apprenticeship program(s), other wage payments or training fund contributions resulting from CPR review, etc. The Consultant will provide three bound copies and one reproducible copy of the final report. These documents will become property of the City.
- Verify contractor and sub-contracts eligibility through the State Contractor’s Licensing Board and federal debarred list.
- Monitor Contractor, and sub-contractor, compliance with the State Department of Industrial Relations web-site registration and reporting compliance.
- Monitor weekly payroll reports by contractors performing the work.
- Respond to any inconsistencies or deliberate deceptions on the part of contractors and seek appropriate resolutions consistent with applicable labor laws, requirements, and project funding requirements.
- File all wage compliance reports as required; maintain accurate and adequate documentation of labor compliance for the project.
- Other labor compliance activities/duties as required by project funding source rules and regulations.

## 5. PROPOSAL GUIDELINES

These guidelines were developed to standardize the preparation of the Proposal by consultants. The purpose of these guidelines is to help assure consistency in format and content of Proposals prepared by consultants and submitted to the City.

The Proposal should contain the following information in the order listed:

1. Introductory Letter
2. Qualifications and Experience
3. Supportive Information
4. Cost Proposal **(to be submitted in a separate, sealed envelope)**

## ***Recommended Detail***

Introductory Letter. The introductory letter should be addressed to:

Amber Wallace  
City of West Sacramento  
Public Works Department  
1110 West Capitol Avenue, 1<sup>st</sup> Floor  
West Sacramento, CA 95691

Specify the name of the firm submitting the Proposal, its mailing address, telephone number, fax number, name and email address of the individual to contact if further information is desired. This letter should contain a statement of the consultant's basic understanding of the project. This should be based on information available in this task order, applicable regulations or requirements. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work and any summary information on the project team or the consultant that may be useful or informative to the City.

Along with 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.

Qualifications and Experience. Include an organization chart for the proposed project team.

Identify key individuals, including sub-consultants, if any, who are proposed to be part of the team along with their qualifications and experience as related to the project. Experience on similar or related projects should be included. Describe the responsibilities of key team members and how the team will interact. The information should include the expected amount of involvement for each of these individuals on this project. The Statement should contain 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 project will be available throughout the project. Any changes in key personnel after the award of the project must be approved by the City before the change is made.

Describe the Consultant's available firm resources and capability for performing the work. Types and locations of similar work performed in the last five years that best characterize the quality and cost control of the consultant should be included. Names and phone numbers of individuals who can provide information related to work quality and cost control should be included. Resources, including management and organization capabilities, should be addressed.

Supportive Information. Supportive information may include graphs, charts, photos, resumes, references, etc., and is to the Consultant's complete discretion.

Cost Proposal. The Consultant shall provide a proposed budget for completion of the work, broken down by individual work task. Within each work task, the cost should be further broken down by personnel working on the task (by prime and sub-consultant), number of hours of work assigned to each personnel on that task, and their hourly rate. The cost proposal should include all costs for which the consultant expects to be paid and shall include a total figure for all work to be performed including any supplies, equipment, transportation, or other services necessary to perform the proposed services. **THE COST PROPOSAL SHALL BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE WITH THE PROPOSAL PACKAGE.**

**6. SELECTION PROCEDURE**

After receipt of all proposals, the City selection team will perform an evaluation of the written proposals and rank order the proposals – refer to section 7 (Selection Criteria). The firm(s) with the highest ranking based on project scope of work, experience and qualifications as described in the proposal to provide the required services may be invited for interviews, if deemed necessary. If necessary, the interview should be led by the individual identified as the primary contact with the City on a day-to-day basis and all other team representatives of the proposed team.

The final ranking will be based on a combination of the oral presentation (if conducted) and written proposal. The City will then negotiate a contract price that is reasonable and agreed to by the City and the firm with the highest ranked proposal. 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.

It is the intention of the City of West Sacramento to select a Consultant for this project based on qualifications consistent with the Brooks Act. Selection will be based on criteria listed on the table below.

**7. SELECTION CRITERIA**

It is the intention of the City of West Sacramento to select a Consultant for this project based on qualifications consistent with the Brooks Act. Selection will be based on criteria listed on the table below.

Consultant/Firm Name:		
Criteria	Max Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	25	
Quality of staff for work to be done	20	
Capability of developing innovative or advanced techniques	10	

Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

**8. QUESTIONS AND REVIEW OF MATERIAL**

Direct all inquiries regarding this task order / RFP in writing to Amber Wallace at [amberwa@cityofwestsacramento.org](mailto:amberwa@cityofwestsacramento.org).

**9. SUBMITTAL DEADLINE**

Interested firms should submit one (2) hard copy, (1) electronic proposal and one (1) separate sealed envelope with the cost proposal to:

Attention: Amber Wallace, Project Manager  
City of West Sacramento  
Public Works Department  
1110 West Capitol Avenue, 1<sup>st</sup> Floor  
West Sacramento, CA 95691

The Proposal should be in format identified in this task order. Late Proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the City of West Sacramento.

This task order does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this task order.

Proposals shall be signed by an authorized employee or officer in order to receive consideration.

All Proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the qualification submittals.

The City shall not be responsible for Proposals delivered to a person/location other than that specified above.

**10. CONTRACT**

The city and selected consultant will execute a City of West Sacramento Services Contract (refer to appendix "A"). The selected firm's proposal and cost breakdown will be inserted and referenced in the project services contract.

## **APPENDIX 'A'**

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF WEST SACRAMENTO ("City"), and \_\_\_\_\_ ("Consultant").

WITNESSETH:

WHEREAS, the City [proposes][desires] \_\_\_\_\_;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated \_\_\_\_\_, 20\_\_\_\_, (attached hereto 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:

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"] OR [the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit "\_\_\_".]** 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.

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.

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 execution of this Contract by 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. 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 equal to the original term of this Contract 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] [at the completion of services] 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]. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "\_\_\_"**.

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.

**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.

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.

**FOR WORK SUBJECT TO PREVAILING WAGES [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 "\_\_\_\_".]

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "\_\_\_\_" 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 it's 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 0714 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 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:

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

Schedule of Performance

EXHIBIT C  
Schedule of Fees

EXHIBIT \_\_

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: \_\_\_\_\_  
[Title]

EXHIBIT \_\_

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 Person Completing Questionnaire

Date

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



