



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

TO: INTERESTED INDIVIDUALS OR FIRMS

FROM: DAVID MCCUE, INFORMATION TECHNOLOGY MANAGER

SUBJECT: INVITATION TO SUBMIT PROPOSALS TO THE CITY OF PASO ROBLES TO PROVIDE I.T. STRATEGIC PLAN AND RISK ASSESSMENT

DATE: JANUARY 9, 2018

The attached Request for Proposals (RFQ/P) describes the general project background and scope of services for developing an I.T. Strategic Plan and Risk Assessment. The most recent formal iteration of the Strategic Plan was completed in 1995. The full RFP Document will also be available electronically, at no cost, at www.prcity.com and www.ciplist.com.

Interested parties are invited to submit proposals electronically to cityclerk@prcity.com with the email subject line of "Proposal – I.T. Strategic Plan and Risk Assessment".

If submitted in writing, mark the envelope:
"Proposal to Provide I.T. Strategic Plan and Risk Assessment"
and address to:

City of Paso Robles
City Clerk's Office
Attention: David McCue
1000 Spring Street
Paso Robles, CA. 93446

Proposals are due by 5:00 p.m. on Tuesday, February 6, 2018.



**REQUEST FOR PROPOSALS FOR
I.T. STRATEGIC PLAN AND RISK ASSESSMENT**

DEADLINE: February 6, 2018

INTRODUCTION

The City of Paso Robles is seeking proposals from qualified consultants for the following services:

- Development of an IT Strategic Plan
- Conduct an IT Risk Assessment

This project was budgeted at \$35,000 for the combined strategic plan and risk assessment. A professional calculation of the time required should be part of the proposal. Any additional funding would require City Council authorization.

It is the intent of this RFP to have the successful firm enter into a Professional Services Contract with the City to supply the services as outlined herein.

BACKGROUND

The City of Paso Robles is a full-service city of over 31,000 residents nestled in the scenic coastal mountain range of Central California that is rich with a history of wine, agricultural, and business entrepreneurialism. Situated midway between Los Angeles and San Francisco it is also a gateway to thriving metropolitan areas north, south and east.

Information technology (IT) systems that support the delivery of City services are routinely evaluated and updated, but a formal strategic plan has not been completed for more than 20 years. The City's IT Division offers a wide variety of services to employees including, but not limited to: physical and virtual servers, desktop PCs, notebooks, copier/MFPs, MDCs, GIS, Public PCs, and telecommunications across a secured and segmented network of campuses. Offered and supported software includes Finance ERP, Utility Billing, business licenses, Public Safety CAD/RMS, email, GIS recreation and building permitting.

PROJECT OBJECTIVE

The overall objective of this project is to assess the current environment, and to develop and articulate a vision for the effective use of technology to support the work of the City of Paso Robles. The City intends the completed IT Strategic Plan and Risk Assessment to serve as the cornerstone of our efforts to plan for and improve the prioritization of IT projects, helping to balance the demand for more and better technology with the need/availability of in-house IT resources, capital, and operating funds.

Proposals should reflect the stated objective, the resources likely to be required to support it, as well as any related recommendations, that will set the direction for the City's use of technology for the next three-to-five years. The scope of the effort shall encompass all City Departments.

GENERAL INFORMATION

The City of Paso Robles is a full-service city with a council-manager form of government and approximately 175 full-time employees in the following seven departments:

City Manager

- City Council

- City Clerk

- Information Technology

Administrative Services

- Budget

- Business Licenses

- Human Resources

- Utilities and Billing

Community Development

- Building

- Engineering

- Housing

- Planning

Emergency Services

- Emergency Medical and Fire Response

- Business/Development Inspections and Permits

- Disaster Preparation

- Weed Abatement

Community Services

- Facilities Maintenance

- Library Services

- Parks Maintenance

- Recreation Services

- Senior Services

Police Department

- Patrol operations

- Records

- Investigations

- Programs – Community and Youth

Public Works

- Administration

- Airport

- Capital Projects Engineering

- Fleet Maintenance

- Landfill

- Storm Water

- Street Maintenance

- Water Conservation

- Water Production and Distribution

- Wastewater Collection and Treatment

REQUEST FOR PROPOSALS - SPECIFICATIONS

To be considered, interested parties should provide one electronic copy of their proposal to cityclerk@prcity.com with the email subject line of "Proposal – I.T. Strategic Plan and Risk Assessment" by 5:00 p.m. Pacific Standard Time on **Tuesday, February 6, 2018**.

Vendor's personnel to be used for this project shall be knowledgeable in their areas of expertise. We reserve the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract.

The City of Paso Robles reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interests of the City of Paso Robles.

A. SCOPE OF SERVICES

A.1 DEVELOPMENT OF I.T. STRATEGIC PLAN

Vendor's response shall demonstrate an understanding of the subject matter and describe the approach that will be taken to accomplish the services requested.

The City anticipates the planning project may include the following activities; however, vendors should propose the project plan and activities they feel will most effectively meet the objective:

- Evaluate and assess the City's current technology environment, including services provided, application software, infrastructure, funding, and technology service methodology
- Evaluate the City's IT organizational structure and IT staffing compliment to ensure that these are positioned to support and properly meet the City's current – and next 5 years of technology needs with the necessary reporting relationships
- Assist the City in establishing an IT governance framework and approach to guide and ensure IT decisions and investments support the City's business objectives, including the most appropriate service provision agreements and management oversight
- Meet with all levels of management in all City departments and other key technology "customers", as well as IT, to determine current and future technology needs and the City's desired technology end state
- Document application and infrastructure technology needs in the form of findings and requirements based on Council priorities, City business needs and goals; research and present options for meeting those needs
- From the documented findings and requirements, make project recommendations that will help ensure the City's ability to effectively use technology to support its current and future business needs
- Prioritize recommended projects and ensure projects are based on industry standards and best practices
- Present draft findings and recommendations in workshops tailored to City Departments, IT, Senior Management and City Council:
 - Develop a five-year plan and detailed budget to support the plan
 - Provide strategies, goals, and objectives
 - Incorporate key benchmarks related to spending and staffing of comparable agencies
 - Outline Key Projects utilizing a Best Practices and standards-based approach
 - Provide project timelines, hardware, software, implementation costs, project dependencies and benefits
 - Identify staff resources and training required to implement the plan

- Provide guidance and direction for the City's ongoing IT Governance and implementation of this IT Strategic Plan
- Document and present the final plan to City Departments, IT, Senior Management, and City Council

A.2 RISK ASSESSMENT

Provide a separate work plan and costs for an Information Technology Risk Assessment.

Use IT industry standards to perform a risk assessment and gap analysis on the effectiveness of current City IT structure, security, and resourcing to identify and mitigate potential risk vulnerabilities. This should also include an overview gap analysis of the Public Works Department's SCADA network design, external connectivity, and SCADA security best practices.

The Risk Assessment shall include:

- Policy and procedure review
- Review of workstation, server, and network device configuration standards
- Review of a sampling of network device configurations (max 4) and firewall (max 2) configurations
- Review of a sampling of desktop (max 4) and laptop (max 2) configurations
- Review of a sampling of server (max 2) and virtual server (max 2) configurations

The gap analysis will outline security weaknesses versus best practices and applicable policies and laws. Consultant is to provide the following:

- Threat level (high, medium, low)
- Level of effort to mitigate threat (high, medium, low)
- Estimated resource requirements to mitigate threats

B. CONSULTANT QUALIFICATIONS

Respondents to this RFP shall have the following qualifications:

- Consultant or consulting firm must have a minimum of five years' experience developing IT strategic plans.
- Consultant or consulting firm must be 100% independent, defined as receiving no fees or commissions from any manufacturer, vendor, or organization that could potentially be considered as a qualified provider of hardware or software to the City.
- Consultant or consulting firm must have prior experience and completed at least three (3) IT strategic plans or similar projects over the last five (5) years in the public sector.
- Consultant or consulting firm must maintain errors and omission insurance, as well as worker's compensation policies that meet or exceed the minimum requirements of the City as designated in the City's Professional Services Agreement (attached).

C. CONTRACT AND INSURANCE REQUIREMENTS

The successful vendor will complete the attached City's Professional Services Agreement. Describe any exceptions to the Scope of Services of the Professional Services Agreement (attached). Proposers will be deemed to have accepted all terms and conditions other than those addressed in the proposal.

For proposal purposes, proposers must submit copies of certificates of insurance for general liability and workers compensation (if applicable). The successful contractor must provide original certificates prior to commencing services.

D. EVALUATION AND AWARD PROCESS

The City specifically reserves the right to evaluate, in its absolute discretion, the total proposal of each vendor so as to select the services which best serve the needs of the City.

The following are the City of Paso Robles's criteria for selection of a finalist:

- Total cost for the services proposed
- Past experience and track record in completing projects of similar scope and complexity for municipalities
- Financial stability to provide the requested scope of work
- Vendor's demonstrated understanding of requirements and needs of the City based on submitted response
- Feedback from reference customers and accounts

Issuance of this RFP and receipt of proposals does not commit the City of Paso Robles to award a contract. The City of Paso Robles reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

E. ORAL PRESENTATION/INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. Interviews are optional and may or may not be conducted.

F. PROPOSAL SUBMITTAL REQUIREMENTS

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the City of Paso Robles' objectives.

The following information must be included in or with your proposal:

1. The total cost to provide each of the two services defined in this document and combined is not to exceed \$_____
2. **Executive Summary:** Provide a summary of your firm's proposed services and methodology and describe how your firm will ensure the City's objectives for this project are met.
3. **Technology Service Provider's Qualifications:** Provide, in detail, your firm's credentials as related to this project. Your response must include information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this document. It must also include your organization's location(s), location assigned to this project, and the number of years in business.

4. **Services Offered and Methodology Used:** Fully describe the services and methodology, including phases, your firm will perform to meet the criteria outlined in this document.
5. **References:** Provide the names of at least three (3) clients for whom your firm has provided a similar scope of services. Include the name of the organization, name of a contact person, phone number, email address if available, description of services provided, and date/dates of service. References are preferred for California cities of a similar size providing the public with services similar to those provided by the City of Paso Robles.
6. **Example of work:** Provide an example of a completed strategic plan and risk assessment.
7. **Project Work Plan and Proposed Schedule:** Provide a proposed work plan and schedule/timeline for all phases of the project. Include estimated hours for each phase, including estimated hours and positions of your firm's project team for each phase.
8. **Payment Terms:** Include proposed payment terms.

G. PROPOSAL AS PUBLIC RECORD

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals/bids submitted in response to this solicitation shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and entered into an Agreement or City has rejected all proposals or opted not to proceed with the project. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the proposer or other party as a result of any public disclosure of any proposal or the Agreement.

H. QUESTIONS/ADDITIONAL INFORMATION

Questions or requests for additional information should be directed to David McCue, Information Technology Manager, City of Paso Robles at DMcCue@prcity.com. Questions and requests for additional information regarding the RFP are due in writing no later than January 29, 2018. Questions/answers and addenda issued in response to queries for additional information will be provided to all solicited parties and posted on the City of Paso Robles website, no later than January 31, 2018.

**CITY OF EL PASO DE ROBLES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 20____ by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

I.T. STRATEGIC PLAN AND RISK ASSESSMENT (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within 120 days. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following provision and renumber all further provisions, if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **[Insert the name of the document that contains the City’s standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Luis Obispo, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been

received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of El Paso de Robles

1000 Spring Street

Paso Robles, CA 93446

Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall

have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EL PASO DE ROBLES
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

[INSERT NAME OF CONSULTANT]

By: _____
Thomas Frutchey
City Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Kristen L. Buxkemper
Deputy, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

REVIEWED:

By: _____
City Project Manager

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule