



REQUEST FOR PROPOSALS TO UPDATE THE CITY'S SPEED ZONE SURVEY 2018

A. Introduction

The City is required to complete a Speed Zone Survey every five years in order to comply with the State Vehicle Code for enforcement by use of radar. Attached is the list of segments of streets that are to be surveyed.

B. Submittal Deadline

Four (4) copies of the Consultant's proposal must be submitted no later than **5:00 p.m.** on **Friday, February 23, 2018**. The RFP Contract Documents will be available electronically, at no cost, at www.ciplist.com. Use the map at www.ciplist.com to navigate to "California", then select "Browse Cities" from San Luis Obispo City in the California list of counties. To download the RFP Contract Documents, the user must register for a free account on the site. It is the responsibility of each prospective professional to download and print all RFP Contract Documents for review and to verify the completeness of RFP Contract Documents before submitting the RFP. Any Addenda will be posted at www.ciplist.com. It is the responsibility of each prospective professional to check www.ciplist.com on a daily basis for any applicable addenda or updates. CIPLIST.com sends email notifications to ONLY those registered.

Proposals must be delivered or mailed to:

City of Paso Robles
Attn: Ms. Ditas Esperanza, P.E.
Capital Projects Engineer
1000 Spring Street
Paso Robles, CA 93446

C. Services Provided by Consultant

1. Speed and Field Data Collection

Consultant shall obtain vehicle speeds per roadway segment and for each direction. The method for obtaining data shall be documented and shall comply with the requirements of the State Vehicle Code. Consultant shall also note field information specific to each road segment that could affect final speed limit recommendation such as sight distance, road conditions, availability of shoulder widths, vertical or horizontal curves, surrounding land use (schools, business, multiple driveways, etc.).

2. Data Reduction/Analysis

Consultant to reduce data gathered and shall provide a summary sheet for each street segment outlining information such as *critical speeds, average speeds, pace* and *85th percentile critical speed*.

3. Prepare Report

Consultant shall prepare a report that summarizes the data collection analysis and results. The report shall include a comprehensive introduction on the process used to prepare the Speed Zone Survey such that it will strengthen the City's ability to use radar to monitor speeds and issue speed limit citations that will be accepted by the San Luis Obispo County Superior Court. Consultant shall review and make recommendation as to which method of survey will be accepted in court – California Manual of Traffic Control Devices (MUTCD) or Caltrans Traffic Manual.

Any road that is recommended to have a speed limit lower than the 85th percentile shall be adequately documented to justify the lower speed such as current collision records, field conditions, existing land use, etc. The report shall be signed and sealed by a registered Traffic Engineer responsible for the work.

4. Presentations

Consultant to include up to three (3) progress meetings with staff and one (1) City Council presentation of the final product.

D. The Proposal

1. Format and requirements: Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFP. Proposals shall be 8-1/2" x 11" with pages numbered sequentially. Padding the proposal with "boiler plate" material is strongly discouraged.

2. Proposal contents:

a. Firm identification

- 1) Firm name, address and telephone number.
- 2) Name and telephone number of contact person.
- 3) A list of the firm's principals with experience, background, academic training and registration.

b. Provide the following information for each sub-consultant (if applicable):

- 1) Name, address and telephone number.
- 2) Contemplated role of the firm in the project.

- c. Location of office where the work will be performed.
- d. List of personnel for all firms. Indicate experience, background, academic training and registration. Describe anticipated role in the project and how the staff would be organized.
- e. Description of similar projects that the firm, its personnel, subcontractors and associates have performed previously. For each project listed include location, description of work, client and construction cost. List at least three projects undertaken by the firm, the original budget (in working days and cost), and the final budget, respectively. Indicate reasons for under/over runs in either. Provide contacts for reference.
- f. Knowledge of State and Federal environmental and project development rules and procedures.
- g. Project Understanding: Describe the project background and process as relating to requirements for consultant qualifications.
- h. Work Program: Based on your understanding of the project, list all required tasks to complete the work.
- i. Work Budget: Provide a budget breakdown to demonstrate your understanding of the project needs. The breakdown should include itemized person-hours, rates and costs for all required work tasks, as proposed.
- j. Project Schedule: Provide schedule for all work tasks.
- k. Provide a statement of what especially qualifies your firm to perform this work.
- l. Signature: Proposal shall be signed by an authorized corporate office whose signature is binding upon the firm.
- m. Valid Period: Include a statement that proposal will remain valid for 60 days.
- n. Conflict of Interest: Proposal shall include a statement that no conflicts of interest exist in the provisions of these services.
- o. Appendix: Include supplemental information, if any, such as firm brochure, fees for additional services, etc., at the end of the proposal.

E. The Selection Process

The City will establish a screening committee to review and rank all proposals received. The City may decide to interview consultants with the most competitive proposals. Key criteria to be used by the City in selecting a consultant or consultant team include the following:

1. Demonstrated experience in preparing Speed Zone Surveys. *Note:* Please list up to three (3) surveys completed for other agencies and provide one (1) sample report of final product.
2. Consultant’s understanding of the City of Paso Robles’ desires and general approach to the project as demonstrated in the Project Understanding and Work Program.
3. Proposed requirements established in this RFP are included in the Proposal.
4. Qualifications of the Consultants’ staff assigned to this project.

The top ranked firm will be invited to refine its proposal and negotiate a consultant services agreement with the City. Enclosed is a sample of the City's standard Consultant Services Agreement.

The City reserves the right to reject any or all proposals and to negotiate modifications of acceptance of parts of a proposal. Other terms and conditions of the contract will be negotiated at the time of the consultant selection and will be subject to approval of the City Attorney.

H. Consultant Agreement

The City’s Consultant Agreement is attached. Please review the Agreement, and if there are changes you wish to make in the contract language please submit them with your response to the RFP. If no requested changes are received, it will be assumed that Consultant will enter into the City’s contract as per attached.

I. For More Information

Contact Ditas Esperanza, Capital Projects Engineer at:

Phone: (805) 237-3861
Fax: (805) 237-3904
Email: ditas@prcity.com

Attachments: List of streets
Consultant Agreement

**Granting of this contract may require disclosure
of personal financial interests under the Political Reform Act.**

2018 Speed Zone Survey Segments — City of Paso Robles

	Street	From / To
1	Airport Road	Meadowlark to Linne
2	Airport Road	SR 46 to Buena Vista
3	Appaloosa Drive	Niblick to Red Cloud
4	Buena Vista Drive	SR 46 to City Limit
5	Charolais Road	River Road to Creston
6	Commerce Street	Sherwood to Scott
7	Creston Road	River Road to Rolling Hills
8	Creston Road	Rolling Hills to Niblick
9	Creston Road	Niblick to Meadowlark
10	Creston Road	Meadowlark to City Limit
11	Dallons Drive	Buena Vista to Golden Hill
12	Dry Creek Road	Airport Rd to Aerotech Way
13	Experimental Station Road	River Oaks to Buena Vista
14	Golden Hill Road	Creston to Rolling Hills Road
15	Golden Hill Road	Rolling Hills Rd to Union
16	Golden Hill Road	Union to SR 46
17	Linne Road	Fontana to City Limit
18	Meadowlark Road	Beechwood to Airport
19	Montebello Oaks	Skyview to Union
20	Navajo Avenue	River Rd to Crazy Horse
21	Niblick Road	Spring to River Rd
22	Niblick Road	River Rd to Creston
23	North River Road	Creston to City Limit
24	Paso Robles Street	13th to US 101
25	Pine Street	10th to 4th
26	Ramada Drive	SR 46 to Vindel Circle
27	Rambouillet Road	Niblick to Nicklaus
28	Rambouillet Road	Nicklaus to Charolais
29	Riverglen Drive	Union to Via Camelia
30	Riverside Avenue	Black Oak to 13th
31	Riverside Avenue	US 101 to 13th
32	Rolling Hills Road	Creston to Golden Hill
33	Scott Street	Creston to Commerce
34	Scott Street	Commerce to Airport
35	Sherwood Road	Creston to Fontana
36	South River Rd	Creston to Navajo
37	South River Rd	Navajo to Niblick
38	South River Rd	Niblick to Charolais
39	South Vine Street	1st to SR 46 West
40	Spring Street	1st to 10th
41	Spring Street	10th to 28th
42	Spring Street	28th to 36th
43	Stoney Creek	Creston to Rambouillet
44	Theatre Drive	SR 46 West to South City Limit
45	Union Road	North River Rd to Kleck
46	Union Road	Kleck to Golden Hill
47	Union Road	Golden Hill Rd to SR 46
48	Union Road	Along Barney Schwartz Park
49	Vine Street	1st to 12th
50	Vine Street	12th to 17th
51	Vine Street	17th to 24 th
52	Vine Street	24th to 32nd
53	10th Street	Riverside to Spring
54	12th Street	Vine to Merryhill
55	13th Street	Spring to Riverside
56	16th Street	Spring to Riverside
57	21st Street	Spring to Riverside
58	24th Street	West City Limit to Spring
59	24th Street	Spring to US 101



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

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:

2018 Speed Zone Survey, DPW 18-02 (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." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

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." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

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 **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** 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