



# CITY OF EL PASO DE ROBLES

*"The Pass of the Oaks"*

## REQUEST FOR PROPOSALS

### AIRPORT AREA PIPELINE PROJECTS DPW No. 17-19A

**Date Issued: May 8, 2018**

#### **A. Introduction**

The Phase I Airport Area Infrastructure Improvements Project (project) proposes replacing existing sewer mains, lift station, and various linear infrastructure improvements located in the vicinity of the Paso Robles Municipal Airport (Airport) in the City of El Paso de Robles, California (see Figure 1 – Project Vicinity). The project includes sewer system, water pipeline, and recycled water pipeline improvements located within the right-of-way along Airport Road, and Dry Creek Road. In addition to the Airport, surrounding land uses consist primarily of active vineyards and other agricultural lands, a golf course, and rural residential and commercial developments. Highway 46 is located approximately 1.5 miles south and Highway 101 is approximately 4 miles west of the project site.

The Airport is surrounded by properties containing various commercial establishments, including light manufacturing, aviation-related businesses, and wineries. The parcels located on Airport Road are currently sewerred by an antiquated lift station and gravity sewer system that lacks capacity to support planned growth in the area. The residential parcels located along Dry Creek Road currently operate on septic systems, but the existing commercial establishments in this area have installed dry sewer laterals in anticipation of a future sewer connection. This project seeks to address these needs by installing a new lift station to replace the existing Lift Station #6 that serves this area and by installing new gravity sewer and forcemain to serve the surrounding parcels and eliminate the need for septic systems.

The City identified the waterline improvements included as part of this project within their 2014 Water System Master Plan Update. Segments included as part of this project are designed to provide additional fire flow to the commercial area in the City's Main East Zone near the airport and to eliminate dead end pipelines, thus improving water quality in the area.

The City has also identified the opportunity to install new recycled water piping along Dry Creek Road while performing water and sewer system improvements in these areas. The recycled water pipelines are consistent with the City's approved Recycled Water Master

Plan (AECOM, 2014). These pipelines are expected to provide recycled water for vineyard and golf course irrigation once connected to the recycled water system. The new pipelines will primarily be located within the right-of-way. In addition to the sewer, water, and recycled water pipeline installation, the City is proposing to replace the existing, antiquated Lift Station #6, located within a paved area near the intersection of Airport Road and Rollie Gates Drive.

Open-cut trenching will be performed using construction equipment to excavate the trench alignment, temporarily placing excavated material within the easement adjacent to the trench. The trench excavator (back hoe) will be used to place the pipe segment into the trench. The excavated material and imported sand will be used to backfill the trench to pre-project conditions. Minor vegetation removal and grading will be required in order to prepare the staging areas for construction equipment access.

## **B. Submittal Deadline**

Four (4) copies of the Consultant's proposal must be submitted no later than **5:00 p.m. on Friday, June 29, 2018**

Proposals must be delivered to:

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

Contact information if you have questions:

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

## **C. Services Provided by Consultant**

Consultant to provide services in accordance with the attached detailed Scope of Work. Consultant may recommend additional scope items as "optional tasks" to be separately identified with a separate budget item.

## **D. Proposal**

Attached is the City's Consultant Service Agreement. As part of your response to this RFP, please review this Agreement and provide any revisions or modifications you wish to make prior to entering into a contract with the City. It will be assumed that the Consultant will sign this Agreement as written, if selected, if no proposed revisions or modifications are included with the response to this RFP

### Proposal Contents:

1. Firm identification
  - a) Firm name, address, telephone number and e-mail address;
  - b) Name and telephone number of contact person.
2. Provide the following information for each sub-consultant (if applicable):
  - a) Firm name, address, telephone number and e-mail address;
  - b) Contemplated role of the firm in the project.
3. List of personnel who will be working on the project. Indicate experience, background, academic training and registration. Describe anticipated role in the project and how the staff would be organized.
4. Work Program: Based on your understanding of the project, list all required tasks to complete the work.
5. Work Budget: Provide a budget breakdown to demonstrate your understanding of the project needs. This budget will not be binding; the final agreement will be the result of a precise scope of work and a negotiated compensation amount. The breakdown should include itemized person-hours, and rates and costs for all required work tasks.
6. Provide a statement of what especially qualifies your firm to perform this work.
7. Signature: Proposal shall be signed by an authorized corporate office whose signature is binding upon the firm.
8. Valid Period: Include a statement that proposal will remain valid for 60 days.
9. Conflict of Interest: Proposal shall include a statement that no conflicts of interest exist in the provisions of these services.

### **E. Selection Process**

The City will establish a screening committee to review and rank all proposals received. The screening committee may include, in addition to City Staff, staff from the design engineer (Water Systems Consulting, Inc.). 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. 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.
2. Qualifications of the Consultants' staff assigned to this project.
3. Demonstrated ability of the consultant to perform quality work, control costs, and meet time schedules.
4. Ability to work effectively with City staff.

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.

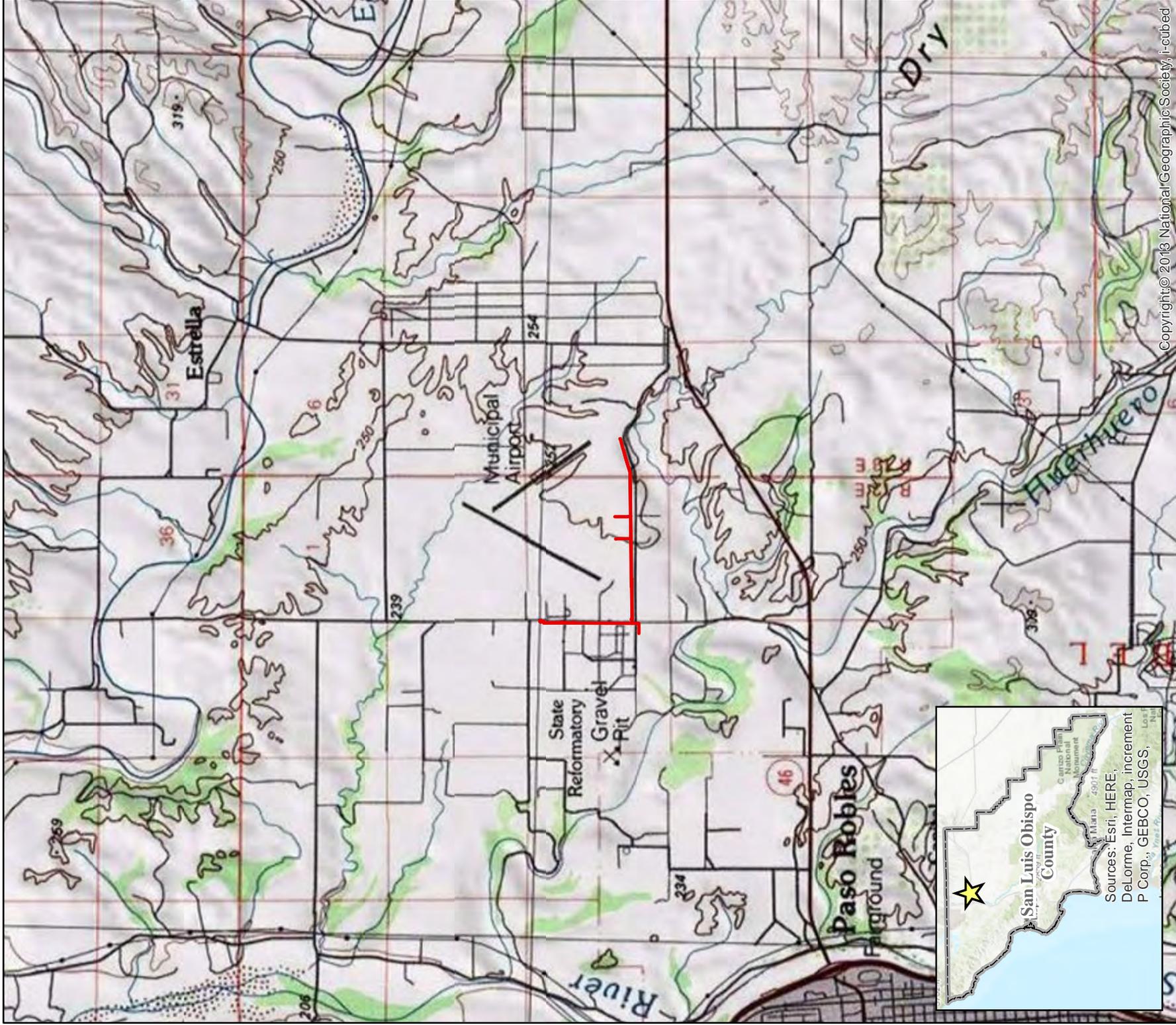
#### PROPOSAL AS PUBLIC RECORD

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.

#### F. Attachments

1. Location maps (3)
2. CD of **Plans** and **Specifications**
3. Scope of Work
4. City's Master Consultant Services Agreement

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



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Paso Robles Airport Area Infrastructure Project  
Figure 1: Project Vicinity

★ Project Location

— Project Alignment

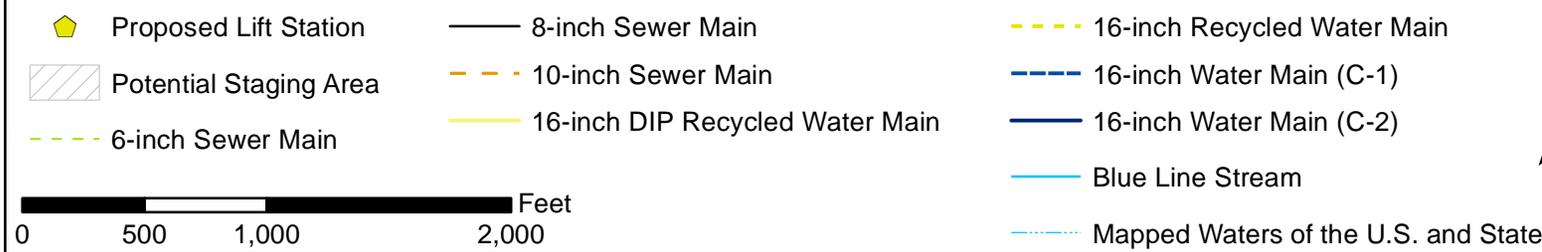
--- County Line

0 1 2 Miles

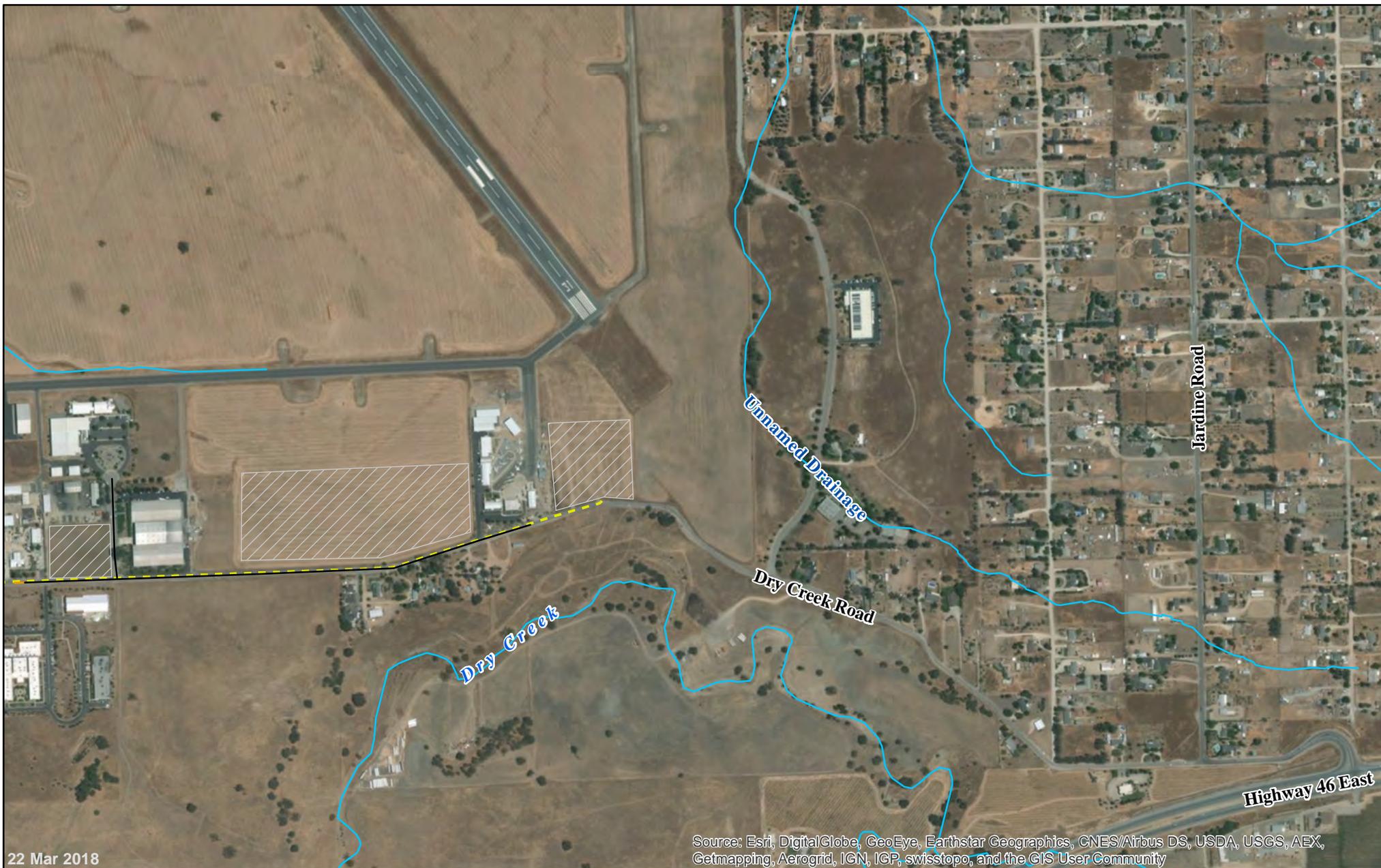




**Paso Robles Airport Area Infrastructure Project**  
**Figure 2A: Project Map**



Stream data: County of SLO, 2006; accessed March 2018.



**Paso Robles Airport Area Infrastructure Project**  
**Figure 2B: Project Map**

-  Proposed Lift Station
-  Potential Staging Area
-  6-inch Sewer Main
-  8-inch Sewer Main
-  10-inch Sewer Main
-  16-inch DIP Recycled Water Main
-  16-inch Recycled Water Main
-  16-inch Water Main (C-1)
-  16-inch Water Main (C-2)
-  Blue Line Stream
-  Mapped Waters of the U.S. and State



Stream data: County of SLO, 2006; accessed March 2018.



# CITY OF EL PASO DE ROBLES

*"The Pass of the Oaks"*

## CONSTRUCTION MANAGEMENT SERVICES FOR THE AIRPORT AREA PIPELINE PROJECTS DPW No. 17-19A

### SCOPE OF WORK

#### TASK 1.0 PRE-CONSTRUCTION PHASE SERVICES

- 1.1 **Project Coordination** – Meet with the City and Water Systems Consulting, Inc. to review final plans and specifications for constructability and make changes as deemed necessary by the City. However, it is assumed that no substantial design or specification revisions will be necessary.
- 1.2 **Kick-off Meeting and Site Visits** – City will arrange a kick-off meeting with the Project Team consisting of Water Systems Consulting, Inc., and the construction management consultant. The purpose of this meeting is to review the construction contract documents and develop a mutual understanding of contract administration issues.
- 1.3 **Initial Construction Schedule Review** – Consultant to evaluate the project schedule as well as the specified sequence of construction to identify special issues that, if addressed early, will reduce the overall project cost, time and public inconvenience.

#### TASK 2.0 CONSTRUCTION PHASE SERVICES

Consultant will implement the record keeping documentation, and contract administration systems developed during the pre-construction phase. Consultant will serve as the City's agent throughout the construction phase of the project. Consultant will report directly to the City. Consultant will need to implement record keeping procedures in compliance with standard construction practices.

- 2.1 **Pre-Construction Conference** – Attend a pre-construction conference with the City and Contractor's team as they prepare to mobilize for the Project. As part of this effort Consultant will:
  - (1) Review the plans and specifications with the Contractor to facilitate the Contractor's understanding of the Project;
  - (2) Review the Contractor's construction schedule including equipment, labor and supervision planning; and
  - (3) Review project requirements regarding security matters such as fences, lighting, and posting of signs.

- 2.2 **Scheduling** – Monitor the Contractor’s compliance with the approved schedule and stipulated scheduling methodology. Consultant’s principal task associated with the overall scheduling requirements will be to:
- Review Contractor’s schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, and that no major conflicts exist.
  - Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the Contractor’s plan for implementation or remedial measures when appropriate, to recover or maintain progress.
  - In conjunction with the City, negotiate schedule adjustments with the Contractor, that may be required due to weather, change orders, or other impacts requiring schedule adjustments.
- 2.3 **Progress Pay Estimate** – Review the Contractor’s progress pay estimates in accordance with the contract documents. Progress estimates will be supported by source documents, which represent measured quantities. A monthly pay estimate will be forwarded to the City with recommendations regarding contractor payment. Maintain a current estimate of overall construction costs based on the contractor’s bid and the earned value of the work performed.
- 2.4 **Submittal Management** – Maintain a log of and manage the shop drawings and sample/submittal process to confirm that:
- All short-term look ahead schedules contain critical submittal dates, and the logs reflect the same.
  - Submittals from the Contractor are received and logged.
  - Submittals are reviewed in a timely manner by City’s Design Consultant and returned to the Contractor.
  - Logs are updated on a regular basis.
  - Shop drawings have been reviewed and returned before associated work has begun.
  - A copy of all submittals will be maintained.
- 2.5 **Change Order Management and Requests for Information (RFIs)** – Investigate proposed change orders and RFIs submitted by the Contractor or requested by the City. Change order submittals will include supporting records. Consultant’s investigation will include the potential impacts on the Project schedule and budget and will include a recommendation for approval or disapproval. Activities include:
- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
  - Assess the impacts of the proposed change on the Contractor's schedule and operations; and prepare a written response summarizing the impact of the proposed change in terms of costs and schedule impacts.

- Coordinate responses to RFIs.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates unit prices, and schedule impacts.
- Maintain a change order log as a means for tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims to accumulate supporting documentation should the issues result in a change order or claim.

2.6 **Construction Observation** – Implement observation guidelines for monitoring the quality of the Contractor's work. Conduct field observation and prepare documentation (as-needed) of construction tasks including but not limited to: construction staging, mobilized contractor crew and equipment, utility coordination, earthwork, concrete, and site piping. A photographic log of construction activities will be kept and copies of significant photographs will be provided to the City.

Upon witnessing materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action.

The Contractor has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the Contractor's general compliance with its safety program and advise the City of observed deficiencies.

Additionally, Consultant will obtain delivery slips and tickets for materials delivered to the jobsite to use when checking payment requests. This proposal assumes that Consultant will have a full-time onsite observer at the project site during the construction phase activities (assumed to last six to nine months). The actual observation time requirements may vary.

2.7 **Materials Testing** – Consultant will include materials sampling and testing engineer to their project team, as required by contract documents. Consultant will review the results of testing materials and will then make recommendations for acceptance of work in general compliance with the contract documents or remedial actions required to correct unacceptable portions of the Contractor's work. The amount of Materials Testing shall be in accordance with the City's Standards and Project Specifications.

2.8 **Construction Staking Assistance** – Consultant will include a surveyor in their project team to provide construction staking for the project.

2.9 **Storm Water Monitoring** – Consultant shall ensure Contractor complies with Storm Water Regulations.

2.10 **Reporting and Record Keeping** – Provide reports and keep records in accordance with Caltrans Standards as well as those of the City.

- 2.11 **Progress Meetings** – Consultant will attend weekly project progress meetings. The principal purpose of the progress meetings will be to review progress and quality, notify the attendees of any Contractor deficiencies, determine availability of labor, material and equipment for upcoming work, and address coordination matters. City will lead each meeting, and will prepare minutes. Minutes prepared by the City will summarize action items, the discussions that ensued, and announce the time and date of the next meeting.
- 2.12 **Resident Engineer’s Office** – The Bid Documents will require the contractor to provide a field office for the Consultant (including internet access). Consultant to provide their own mobile phones and computer equipment.

### **TASK 3.0 POST-CONSTRUCTION PHASE SERVICES**

- 3.1 **Final Inspection and Punch List** - Consultant will, in conjunction with the City, evaluate the near-completed facilities to confirm general compliance and/or identify discrepancies and deficiencies in the work performed by the Contractor. Consultant will prepare the necessary punch list to identify such items. Upon correction of the punch-list items by the Contractor, the Consultant will report to the City on the completion of the project, and recommend project acceptance and final payment to the Contractor.
- 3.2 **As-Built Drawings** – Review the project as-built drawings produced by the Contractor and confirm that the as-built drawings reflect the current project conditions. Provide the City with a copy of the Contractor's as-built drawings. The engineer of record will prepare the Record Drawings.
- 3.3 **Project Start-up** – Provide assistance and participate in the startup and commissioning of completed lift station.

# # #

**[\*\*\*MODEL - REMOVE THIS TITLE WHEN USED\*\*\*]**

**[\*\*\*FOR PROFESSIONAL SERVICES – DEFINED AS:**

**SPECIALIZED SERVICES SUCH AS FINANCIAL, ECONOMIC, ACCOUNTING, LEGAL, ENGINEERING  
OR ADMINISTRATIVE SERVICES\*\*\*]**

**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:

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(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 of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any 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 damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section

2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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 ("Prevailing Wage Laws"). 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. 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 (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement 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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

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

CONSULTANT:

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

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

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

CITY ATTORNEY APPROVAL:

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