



# CITY OF VALLEJO

DEPARTMENT OF PUBLIC WORKS  
Engineering Division

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555 SANTA CLARA STREET P.O. BOX 3068 VALLEJO CALIFORNIA 94590-5934  
Web Site: [www.ci.vallejo.ca.us/](http://www.ci.vallejo.ca.us/) FAX (707) 648-4691

## Request for Proposals NOTICE TO INTERESTED CONSULTANTS

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NOVEMBER 6, 2013

The CITY OF VALLEJO invites proposals for

RFP 201311

ON-CALL

CONSULTANT SERVICES

For

- Construction Management
- Hazardous Materials
- Geotechnical Engineering
- Civil Design
- Traffic Engineering
- Materials Testing Services

DATE	SCHEDULED ITEM
November 6, 2013	Release of RFP
November 20, 2013	Due Date for Response to RFP 2:00 P.M.
November 21- Dec 4, 2013	City Review of Submitted Proposals
November 5-13, 2013	Possible Interview and Negotiation Dates
January 14, 2014	Possible City Council Action to Award Contract (s)

Public Works Department  
Engineering Division  
City of Vallejo, California

# REQUEST FOR PROPOSALS

## RFP

### *Consultant Services For*

- **Construction Management**
- **Hazardous Materials**
- **Geotechnical Engineering**
- **Civil Design**
- **Traffic Engineering**
- **Materials Testing Services**

The City of Vallejo Public Works Department intends to retain qualified and committed consultants (firms) to provide on-call engineering in a broad arena of technical disciplines; to supplement City of Vallejo staff on various City projects including: construction, materials and geotechnical services.

Notice is hereby given that sealed proposals will be received by the City of Vallejo Department of Public Works until 2:00 p.m., on the due date listed below, and shall be addressed and marked as follows:

**Jill A. Mercurio,  
Assistant Public Works Director/City Engineer  
City of Vallejo, Department of Public Works  
555 Santa Clara Street, 4<sup>th</sup> Floor, City Hall  
Vallejo, CA 94590-5934**

A sealed RFP package must be received by the City of Vallejo, on or before

**November 20, 2013 at 2:00 PM**

Documents including the Request for Proposals, insurance forms and sample consultant contracts may be inspected and obtained at the office of the City Engineer, 4th Floor City Hall, 555 Santa Clara Street, Vallejo, California, or online at <http://www.ci.vallejo.ca.us/GovSite/default.asp?serviceID1=133>.

The City of Vallejo reserves the right to reject any or all proposals or portions thereof, to accept a proposal or portion thereof, and to waive any informality.

If you have any questions regarding this RFP, please contact:

Sabrina Kelley  
Interim Administrative Analyst  
Phone (707) 649-3415  
[skelley@ci.vallejo.ca.us](mailto:skelley@ci.vallejo.ca.us)

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## Section 1 - Introduction

The City of Vallejo is located in Solano County and serves an area of approximately 53.58 square miles (29.94 square miles on land and 23.64 square miles of waterway) with a population of approximately 120,000 and 350 miles of street pavement. The City's infrastructure consists of pavement, storm drain system, sanitary sewer system, water system, parks, medians, building facilities, street lights, sidewalks and traffic signals. The City's fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1867, and operates under the Council Manager form of government. The Consultant's principal contact with the City of Vallejo will be Jill Mercurio, P.E., City Engineer, or a designated representative, who will coordinate the assistance to be provided by the City of Vallejo to the interested consultants (firms).

The City of Vallejo's annual capital improvement and as-needed engineering budget anticipates using contract services for various engineering related projects. The selected consultants (firms) must be able to provide services and staff to complete task project orders issued by the City of Vallejo; either by direct assignment of its own personnel, or sub consultants, for services including, but not limited to: review of current development projects, preparation of plans and specifications for capital improvement projects, contract administration, inspection, administrative services and other professional services as authorized by the City of Vallejo.

The City of Vallejo will appoint the designated consultants (firms) to provide contract support services under the direction of the City Engineer. These professional services contracts will enable the City of Vallejo to obtain professional and technical assistance on short notice on an on-call basis from the selected consultants. At its discretion, the City of Vallejo intends to select one or more firms with whom the City of Vallejo will contract for services on an as-needed basis.

The consultant selection process represents the City's intent to provide a fair and objective procedure that yields the highest quality professional services at a fair and reasonable price. The contract(s) for these services will be established for a period *not to exceed three years, at a cost not to exceed \$200,000 per year per contract.*

## Section 2 - Scope of Services

The City of Vallejo Public Works Department intends to retain qualified and committed consultants (firms) to provide on-call engineering in a broad arena of technical disciplines which include: construction management, civil design, traffic engineering, hazardous materials, materials testing, and geotechnical engineering services. The requested services will include, but are not limited to:

**Construction Management:** Receive and process requests for inspection services; provide construction and maintenance observations associated with work performed within City limits; encroachment application, sidewalk permits and other miscellaneous inspection as directed by City; check engineering plans and specifications, and provide construction management contract administration (e.g. change order, progress payment), and observation for City projects designed by others. Provide other professional services as authorized by the City.

**Civil Design:** Use computer-aided design (CAD) programs to draft, scale, and fine-tune drawings and maps for roads, bridges, and other construction projects; design of a variety of specialized projects such as wastewater control, water supplies, erosion control systems, underground utilities, or traffic; design of streets to include plans for on-site and off-site utilities and roadway/street improvements, sidewalks, ADA ramps, drainage, storm drain, sewer, water, grading, pavement delineation; SWPPP. Provide other professional services as authorized by the City

**Traffic Engineering Services:** Technical expertise and authority regarding special funding programs; pedestrian and bicycle safety programs; school safety programs; permit requirements for traffic signal projects; plans and specifications for new and revised traffic signal and lighting systems; evaluating and approving the installation, removal, or replacement of signals, markings, protective structures and street lights; reviewing and approving subdivision and building plans/re-zoning requests for traffic impact; reviewing traffic-related accident reports to identify remedies when appropriate; oversee and develop Citywide traffic calming programs; oversee the Traffic Operations Center and the implementation of emergency traffic measures as needed. Provide other professional services as authorized by the City.

**Materials Testing:** Review concrete and asphalt mix designs on a routine basis; observe construction materials and methods; provide batch plant inspection; perform field asphalt sampling and observation; perform field sampling and testing of sub-grade and aggregate base materials at product plants or at project site; perform laboratory testing; augment the City of Vallejo Engineering staff in reviewing geotechnical investigation, fault investigation, and/or materials engineering reports. Provide other professional services as authorized by the City.

**Geotechnical Engineering:** Use principles of soil mechanic and rock mechanics to investigate subsurface conditions and material; determine the relevant physical/mechanical and chemical properties of these materials; evaluate stability of natural slopes and man-made soil deposits; assess risks posed by site conditions;

design earthworks and structure foundations; and monitor site conditions, earthwork and foundation construction; prepare reports and provide review, technical advice and recommendations to Public Works Department. Provide other professional services as authorized by the City.

**Hazardous Materials:** The scope of work will include the requirement for a California Division of Safety and Health (DOSH) Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST) under the supervision of a CAC and a California Department of Public Health (DPH) Certified Lead Inspector/Assessor (CLIA) to: conduct pre-demolition hazardous materials surveys of the project sites; prepare a hazardous materials survey report for the project site; prepare hazardous materials abatement specifications for the project site. Provide other professional services as authorized by the City

In general, the City of Vallejo Public Works Department will work with the selected Consultants (Firms) on a project by project basis to determine the specific scope of services required on a project.

### **Section 3 - Proposal Requirements**

Individual proposals are solicited for each discipline. Should a Consultant (Firm) wish to submit proposals for more than one service, a separate proposal should be submitted, addressing the specific services to be provided.

In order to be considered, all requested information shall be submitted. Please prepare and organize your proposal (s) in a succinct manner in the same order based on the following requirements:

- a. Please ensure the proposal does not exceed a total of 35 single-sided, 8.5 x11 pages. All pages will be counted including proposal covers, cover letter, dividers, etc.
- b. On the cover page of the proposal, please include the title of the RFP for which the proposal is submitted, and the email address of the person who should receive the results of the selection. Inclusion of promotional literature of a general nature will not be considered in the selection process.

**Proposal content must consist of the following:**

#### **Firm Description and Experience**

- Consultant (Firm) name, address, telephone number, fax number and website address if applicable.
- Year Firm Established: List the year the firm was established.
- Primary Contacts within the Company: List the firm's owner and the primary contacts within the company. Include title, telephone number and e-mail address

for each. Indicate which person will be the contact for the RFP process.

- Number of Employees in Firm: Indicate total number of employees for all locations of the firm.
- Consultant Specialties: List the type(s) of work the firm specializes in.
- List of Lead Professional Personnel by Area of Expertise: An organization chart describing the staff available to handle the desired work. Provide a brief but detailed history of the number of years of experience with the current firm and other firm's education, professional registration/certifications, and qualified work experience relevant to the services requested. Use separate pages per person.
- Current/Prior Experience with Municipal Projects: List up to five (5) projects, starting with the most recent, in which the professional personnel of your firm have worked within the past 5 years. Provide the year the project was performed, the name of the municipality and location (city), the owner's name, address, and contact name and phone number, and the scope of work performed. Other related experience may be included.

### **Approach to Completing Scope of Services**

- Provide the tasks and narrative of how your firm will comply with the scope of work, and what special services and products your firm has to meet our needs.
- A description of how the firm provides the desired services and quality control to assure adequate level of service and successful project completion and management.
- A statement indicating the firm is independent, properly licensed to practice in California, and has no conflict of interest with regard to any other work performed by the firm for the City.

### **Fee Schedule**

- Provide a proposed fee schedule of typical hourly charge rates for labor classifications anticipated as Attachment D to the Proposal.
- Consultants shall be permitted to increase the hourly charge rates to adjust for living wage increase during the calendar year and as agreed upon by City and the consultants during negotiations and prior to signing the contract.

### **References**

- Please provide three (3) references (names, addresses, phone numbers, and contact persons) for comparable work for your firm and for the team members.
- Provide a brief description and magnitude of services provided for each reference.

### **Consultant and Professional Services Agreement/Insurance**

- Include a brief statement acknowledging the Consultant's willingness to accept the attached City's standard Consultant and Professional Services Agreement as is, without modifications.
- If the consultant (firm) is not willing to acknowledge the Agreement, please do not submit the RFP for consideration.
- The selected consultants (firms) shall demonstrate that they can meet the City of Vallejo's insurance requirements, including engineering errors and omissions coverage. Please provide a statement that the consultant (firm) can and is willing to obtain the minimum scope and limits of insurance contained in the exhibits of this RFP.

### **Section 4 - Submission Requirements**

Please submit a single electronic PDF that can be formatted to print on 8.5"x11 pages. The maximum size limit of the proposal is 7 megabytes. In addition, submit three (3) bound sets (one of which must be marked "Original") of the proposal in a sealed envelope.

The completed RFP(s) should be delivered via one of the many services available or hand delivered to:

Ms. Jill Mercurio  
Assistant Public Works Director/City Engineer  
City of Vallejo, Department of Public Works  
4th Floor City Hall  
555 Santa Clara Street  
Vallejo, CA 94590

It is the sole responsibility of the consultant to see that the submittal is received before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process.

This RFP does not include provisions for any direct reimbursement of statement preparation costs. The City will not be responsible for proposals delivered to a person/location other than that specified above.

## **Section 5 - Conditions of Request and Requirements**

The following conditions apply to this RFP:

The City of Vallejo (City) reserves the right to withdraw this solicitation of a proposal at any time without prior notice. Further, The City makes no representations that any agreement will be awarded to any firm submitting a proposal.

The City reserves the right to reject any and all proposals submitted in response to this request and to reject any sub consultant or individual working on a consulting team.

Any changes to the proposal requirements will be made by addendum.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any proposal or Consultant. This shall include pre-contractual expenses such as preparing the Proposal, submitting the Proposal to the City, negotiating with the City on any matter related to the Proposal or other expenses incurred prior to the date of award for any agreement related to the services herein described.

No prior, current or post award verbal agreement(s) with any officer, agent or employees of the City shall affect or modify any terms or modifications of this RFP or any contract or option resulting from this process.

The City reserves the right to waive any minor irregularities, informalities or oversights at its sole discretion. The term "minor" as used herein means any proposer or City irregularities or oversights that does not materially affect or alter the intent and purpose of this RFP, and is not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.

## **Section 6 - Questions about the RFP**

Please direct all questions - regarding the submission of proposals to - in writing, by fax or e-mail to:

Ms. Sabrina Kelley  
555 Santa Clara Street  
Vallejo, CA 94590  
Email: [skelley@ci.vallejo.ca.us](mailto:skelley@ci.vallejo.ca.us)    FAX (707) 648-4691

## Section 7 - Evaluation and Award of Contract

### **A. DISTRIBUTION AND OUTREACH**

This RFP is being distributed to a list of consultants (firms) who have expertise in related areas.

### **B. SELECTION TEAM**

The City will rate prospective consultants (firms) for this work using only objective criteria based upon the information obtained from the Proposals.

The City will appoint an ad-hoc selection team (City staff) to screen proposals. The firms with the highest ranking based on experience and qualifications as described in the Proposal to provide the required services may be invited for interviews. The proposed project manager and personnel will be requested to represent the firm at the interviews.

### **C. SELECTION CRITERIA**

The Screening Panel Board evaluation will consist of a matrix of requirements, qualifications and experience, totaling 100 points. The following criteria will be used in evaluating the submittals received in response to this RFP:

- Background and experience of firm and personnel (20 points)
- Past performance and service on similar assignments/projects (20 points)
- Firm's quality assurance and control procedures (10 points)
- Proposed Scope of Work and Technical Qualifications (staff who will actually work on the projects) (35 points)
- Proposed Hourly Fees (15 points)

### **D. SELECTION PROCEDURE**

Consideration of a prospective consultant's (firm's) proposal will be made only if the prospective consultant meets all the minimum requirements of this RFP. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the consultants (firms) that present the best qualifications and which will best accomplish the desired results for the City.

Any consultant (firm) deemed not qualified, or consultants (firms) whose rating changes sufficiently to disqualify them, will be notified in writing. No consultant (firm) shall have the right to an appeal based upon an incomplete or late submission of the proposal.

Request for Supplemental Information: The City reserves the right to require, from any or all consultants (firms), supplemental information that clarifies submitted materials.

Questions: All questions regarding this solicitation should be directed to the City Representative listed. Do not attempt to contact City members regarding yours, or anyone else's proposal. All information will be made known only in writing. The City Representative is Sabrina Kelley, who can be reached by email at: [skelley@ci.vallejo.ca.us](mailto:skelley@ci.vallejo.ca.us)

Incomplete Proposals: Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the proposal and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Proposal will not be considered.

Rejection of Submitted RFP: Proposals that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

The City reserves the right to waive minor irregularities in the proposal format.

The City reserves the sole right to evaluate the proposals and reject any or all RFPs.

Selection Process Termination: The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants.

Disqualification: Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

Any attempt to improperly influence any member of the selection staff;  
Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City;

Evidence of incorrect information submitted as a part of the proposal;

Evidence of consultant's inability to successfully complete the responsibilities and obligations of the proposal; and

Consultant's default under any agreement, which results in termination of the agreement.

Undue Influence: All firms submitting proposals declare and warrant, on a separate attachment, that no undue influence or pressure is used against or in concert with any officer or employee of the City of Vallejo in connection with the award or terms of Agreement that will be executed as a result of award of this contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Vallejo will receive compensation, directly or indirectly, from the consultant, or from any officer, employee or agent of the

Consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement.

## **Section 8 - Attachments**

## Attachment A.

### Sample Agreement

#### CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

**DRAFTING NOTE: THE ONLY CHANGE THAT CAN BE MADE TO THE FOOTER OF THIS DOCUMENT IS TO THE PATH AND FILE NAME, WHICH SHOULD BE MADE AFTER YOU SAVE THE DOCUMENT TO YOUR OWN FOLDER. DO NOT CHANGE THE REVISION DATE.**

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Vallejo, a municipal corporation ("City"), and [ type in name ], [ type in the type of entity ], hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **Indemnification.** Consultant shall indemnify, defend (with independent counsel approved by the City) ,and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

**5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

**6. Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licences, Permits, Etc.** Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

**10. Business License.** Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's

Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

**11. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

**12. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or

schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**13. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**14. Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**DRAFTING NOTE: PAYMENT OF PREVAILING WAGES IS APPLICABLE WHEN A CONSULTANT IS PROVIDING SERVICES FOR A PUBLIC WORKS PROJECT AND THE FOLLOWING SHOULD BE ADDED:**

Consultant shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Consultant shall also comply with provisions of Labor Code section 1720 as applicable. A copy of the prevailing wage rates is available for review upon request by Consultant to the City Representative. This provision applies only to the following portions of the scope of work:

**DRAFTING NOTE: LIST APPLICABLE SERVICES. IF IT APPLIES TO THE ENTIRE SCOPE OF WORK, THEN TYPE IN: ENTIRE SCOPE OF WORK**

**15. Consultant Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**16. Term. DRAFTING NOTE: IF SERVICES ARE TO BE PERFORMED FOR A DEFINITE TIME PERIOD, THEN USE THE FOLLOWING LANGUAGE:**

The term of this Agreement shall commence on [ type in start date ] and shall continue in full force and effect until [ type in end date ].

**DRAFTING NOTE: IF THE CITY WANTS TO AN OPTION TO EXTEND THE TERM, THEN USE THE FOLLOWING:**

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [ type in time period, e.g., one month, one year, 90 days ], by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed [type in time period, e.g., one year, 90 days].

**DRAFTING NOTE: IF SERVICES ARE TO BE PERFORMED FOR AN INDEFINITE TIME PERIOD, THEN DO NOT USE THE ABOVE LANGUAGE AND USE THE FOLLOWING:**

The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until terminated by CITY pursuant to the terms of this Agreement.

**DRAFTING NOTE: IF THIS AGREEMENT IS TO COVER MORE THAN ONCE FISCAL YEAR, INCLUDING AN OPTION PERIOD, THEN INCLUDE THE FOLLOWING LANGUAGE:**

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

**17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before

completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**18. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

**19. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

**20. Assignment and Subcontracting.** Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**21. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**22. Non-Discrimination/Fair Employment Practices.**

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

**23. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: [insert name]  
[Insert title]  
[Insert Department name]  
555 Santa Clara Street  
Vallejo, CA 94590

If to Consultant: [insert name]  
[Insert title]  
[Insert company name]

[Insert street name and suite #, if any]  
[Insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**24. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**25. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**26. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**27. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**28. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**29. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the

meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality of City Information.** During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

**33. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

**35. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**DRAFTING NOTE: IF IT IS ESSENTIAL THAT THE AGREEMENT BE SIGNED**

**ASAP, THEN INSERT THE FOLLOWING:**

**36. Facsimile Signature; Electronic Signature.** This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

**37. Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

**38. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[ INSERT CONSULTANT NAME ]  
[ INSERT TYPE OF ENTITY ]

CITY OF VALLEJO,  
A municipal corporation

By: \_\_\_\_\_  
[ insert name ]  
[ insert title ]

By: \_\_\_\_\_  
David A. Kleinschmidt  
Public Works Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Vallejo Business License No.

ATTEST:

By: \_\_\_\_\_  
Dawn G. Abrahamson  
City Clerk

(City Seal)

**DRAFTING NOTE: MAKE SURE TO USE THE CORRECT SIGNATURE BLOCK FOR THE TYPE OF ENTITY THE CITY IS CONTRACTING WITH. SEE INSTRUCTION SHEET.**

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jill A. Mercurio  
Assistant Public Works Director /  
City Engineer

APPROVED AS TO FORM AND INSURANCE:

\_\_\_\_\_  
Claudia Quintana  
City Attorney

## Exhibit A - Scope of Work

### 1. **Representatives.**

The City Representative for this Agreement is:

[Insert name]  
[Insert title]  
[Insert Department name]  
555 Santa Clara Street  
Vallejo CA 94590  
[Insert telephone number]  
[Insert facsimile number]

The Consultant's Representative for this Agreement is:

[Insert name]  
[Insert title]  
[Insert company name]  
[Insert street name and suite #, if any]  
[Insert City, state and zip code]  
[Insert telephone number]  
[Insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

### 2. **Services to be Provided.**

***DRAFTING NOTE:*** INSERT THE SCOPE OF SERVICES OR DESCRIPTION OF WORK THAT THE CONSULTANT WILL BE PERFORMING. MAKE SURE TO DETAIL ALL THE SERVICES TO BE PROVIDED AND DEFINE ANY TERMS WHICH ARE ESSENTIAL TO THE PERFORMANCE OBLIGATIONS OF THE CONSULTANT. IF THE SCOPE OF SERVICES IS GOING TO BE A COPY OF CONSULTANT'S PROPOSAL OR A SCOPE OF WORK PREPARED BY THE CONSULTANT, THEN LABEL THE DOCUMENT "ATTACHMENT 1 TO EXHIBIT A" AND INSERT THE FOLLOWING HERE:

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

***DRAFTING NOTE:*** ATTACHMENT 1 OF EXHIBIT A SHOULD BE LABELED IN THE UPPER RIGHT HAND CORNER OF THE DOCUMENT AND SHOULD

**BE INSERTED BETWEEN EXHIBIT A AND EXHIBIT B. IF THERE WILL BE NO ATTACHMENT, THEN THE ABOVE LANGUAGE SHOULD BE DELETED.**

- 3. Time for Performance. *DRAFTING NOTE: IF THERE IS A PERFORMANCE SCHEDULE THEN USE THIS SECTION. OTHERWISE DELETE FROM AGREEMENT.*** Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

***DRAFTING NOTE: IF THE SCHEDULE IS GOING TO BE A COPY OF A SECTION OF THE CONSULTANT'S PROPOSAL, THEN USE THE FOLLOWING LANGUAGE.***

Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

***DRAFTING NOTE: LABEL THE DOCUMENT "ATTACHMENT 1 OR 2, AS APPROPRIATE, TO EXHIBIT A."***

- 4. Key Personnel. *DRAFTING NOTE: IF YOU WANT TO ASSURE THAT ONLY CERTAIN OF THE CONSULTANTS EMPLOYEES ARE TO WORK ON THIS PROJECT, THEN YOU SHOULD INCLUDE THIS SECTION. IF NOT THEN DELETE FROM THE AGREEMENT.*** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: [INSERT LIST OF EMPLOYEES NAMES]

## Exhibit B - Compensation

**1. Consultant's Compensation. *DRAFTING NOTE: IF COMPENSATION WILL BE BASED ON AN HOURLY RATE, THEN USE THE FOLLOWING LANGUAGE;***

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [ insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents ] [ insert dollar amount in number- e.g., \$2,550.13 ].

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

***DRAFTING NOTE: IF COMPENSATION IS A FIXED PRICE THEN USE THE FOLLOWING:***

City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13] upon satisfactory completion of the services and delivery of the work product.

**B. Additional Services:**

1. Additional services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Consultant, compensation to Consultant shall not

exceed the fixed fee amount.

**2. Appropriate Billable Hourly Rates for Services and Additional Services.**

Consultant's billable hourly rates shall be:

***DRAFTING NOTE: INSERT TITLE AND HOURLY RATE FOR ALL OF THE CONSULTANT EMPLOYEES THAT WILL BE PROVIDING SERVICES UNDER THIS AGREEMENT***

**3. Consultant's Reimbursable Expenses.**

Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

**4. Payments to Consultant.**

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

[insert name]  
[insert title]  
[insert Department name]  
555 Santa Clara Street  
Vallejo CA 94590

**5. Accounting Records of Consultant.** Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Consultant under this section shall survive this Agreement.

**6. Taxes.** Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

**7. Taxpayer Identification Number.** Consultant shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## Exhibit C - Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

**1. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

**2. Professional Services.** Make sure your insurance includes:

<u>Coverage</u>	<u>Requirements</u>
<input type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 Aggregate
<input type="checkbox"/> Business Automobile Liability	\$1,000,000 per occurrence, including owned, non-owned and hired vehicles
<input type="checkbox"/> Workers Compensation (Statutory)	\$1,000,000
<input type="checkbox"/> <i>or signed exemption if Sole Proprietorship/no employees</i>	
<input type="checkbox"/> *Professional Liability/ Errors & Omissions (E&O)	\$1,000,000; coverage continuing for 3 years after completion of services rendered.
<input type="checkbox"/> Additional Insured Endorsement (General & Auto)	The City must be named an additional insured on the <b>standard industry form (known as an ACORD form)</b> and

on an endorsement form using the following language:

“The City of Vallejo, its officers, agents and employees are included as additional insured on all policies except Workers’ Compensation.”

Endorsement must state that coverage is primary insurance. Insurance must cover on an occurrence basis, not on a claims-made basis, except E&O insurance which may be on a claims-made basis.

□ Cancellation or Non-Renewal

Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.

□ Insurers Affording Coverage

Include Insurer’s NAIC numbers on ACORD form

*\*Professional Liability/Errors & Omissions Liability Insurance required for consultants who are licensed professionals.*

**3. Deductible and Self-Insured Retention.** Any deductibles or self-insured retention must be declared to and approved by the City Attorney. If the deductibles or self-insured retention limit is unacceptable to the City Attorney, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant (Firm) shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4. Other Insurance Provisions.** The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations

on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

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

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

**5. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**6. Verification of Coverage.** Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time.

All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

City of Vallejo  
Attn: City Attorney  
555 Santa Clara Street  
Vallejo, CA 94590

**7. Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**8. Payment Withhold.** City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

## **Attachment B**

## Fee Proposal

Firm: \_\_\_\_\_

Hourly Rates for Proposed Disciplines to Meet Scope of Work:

_____	\$_____	Per hour

Consultant must include this proposed fee sheet with the offer.