

REQUEST FOR PROPOSALS
PROFESSIONAL DESIGN SERVICES
FOR THE
RECTANGULAR RAPID FLASHING BEACONS PROJECT
FEDERAL PROJECT NO. HSIPL-5032(033)



Proposal Due Date: Thursday, November 5, 2020, at 2:00 PM (PST)

The DBE Goal for this contract is 6.0%

Issued by:
City of Suisun City - Public Works Department
701 Civic Center Boulevard
Suisun City, CA 94585

Issuance Date: October 14, 2020

If you are interested in submitting a Proposal, please read this document in its entirety and follow all instructions for submission.

TABLE OF CONTENTS

Section No. and Title	Page
1. Introduction.....	1
2. Project Background and Description.....	1
3. Timelines.....	2
4. Scope of Professional Services.....	3
5. Submittal Requirements.....	6
6. Proposal Evaluation and Rating Criteria.....	11
7. Disadvantaged Business Enterprise (DBE).....	12
8. City’s Professional Services Agreement.....	12

Attachments

Attachment A – Location Map

Attachment B – Standard Contract Services Agreement

1. INTRODUCTION

The City of Suisun City, hereafter referred to as the “City”, is inviting highly qualified professional consulting firms to provide proposals for professional services to prepare plans, specifications and cost estimates (PS&E) for the Rectangular Rapid Flashing Beacons Project (“Project”), Federal Project No. HSIPL-5032(033).

The Consultant will be expected to provide professional, high-quality services and products; to consult with City staff; and to design the Project. It is important that the Consultant is intimately familiar with the requirements for federal-aid projects.

Each Proposer is responsible for reviewing and understanding all terms of this RFP, including all attachments, and for conducting its own background research of the Project.

Neither the issuance of this RFP nor the acceptance of Proposals commits the City to award or enter into an Agreement. The City reserves the unfettered right to reject any or all Proposals, at any time, and to seek new Proposals when in the best interest of the City. The City also reserves the right to cancel, modify, or postpone this RFP or the Project, at any time, and to waive any irregularities or informalities in any RFP procedures. Each Proposer is solely responsible for the expenses it incurs in responding to this RFP. The City expressly disclaims responsibility for any assumptions a Proposer might draw from the presence or absence of information provided by the City in any form.

The City, in its sole discretion, may amend this RFP by issuing written addenda to the RFP. Such addenda will be posted on City’s website at <https://www.suisun.com/>. It is the responsibility of each Proposer to monitor the City’s website for any addenda that may be issued related to this RFP.

2. PROJECT BACKGROUND AND DESCRIPTION

The City has received Highway Safety Improvement Program (HSIP) Cycle 9 funding allocation for the design and construction of the Project to install Rectangular Rapid Flashing Beacons (RRFB) and other crossing improvements at the following three locations:

- 1) Existing mid-block crossing on Merganser Drive between Sunset Avenue and Wigeon Way.
- 2) Pintail Drive at Scoter Way.
- 3) Lawler Ranch Parkway between Fennie Way and Hillborn Way (proposed new pedestrian crossing at walkway to a park).

Project scope may include, but is not limited to the following:

- Locations #1 and #2: Replace the existing in-roadway lighted crosswalk systems with rectangular rapid flashing beacons; replace the crosswalk with a high visibility crosswalk; and install pavement markings and roadway signs.

- Location #3: Install high visibility crosswalk, rectangular rapid flashing beacons, pavement markings and striping, roadway signs, curb ramps, street lighting, concrete curb extensions (aka bulbouts), and/or speed tables.

3. TIMELINES

The timelines for the RFP and design phases are provided below.

A. Proposal Submissions

Proposals shall be submitted no later than 2:00 PM (PST) on Thursday, November 5, 2020, unless subsequently modified by the City by addendum, at the following address:

City of Suisun City - Public Works Department
Attn: Nick Lozano
701 Civic Center Boulevard
Suisun City, CA 94585

Late submissions will not be accepted. Proposals and any accompanying documents received after this deadline will be returned unopened. Postmarks will not be accepted.

The only acceptable evidence to establish the time of receipt (at above address) is the time/date stamp, which will be placed on each Proposal by City staff immediately upon receipt. The timeliness of qualifications is the sole responsibility of the consultant.

The City is not responsible for delayed deliveries due to any reason, including mailing or traffic congestion. Submission of a Proposal will constitute a firm offer to the City for 120 days from the proposal submission deadline.

Proposals will be accepted at the submission deadline on the front steps of City Hall at 701 Civic Center Blvd, Suisun City, CA. Social distancing will be required. Attendees are advised to wear a face covering.

B. Questions and Requests for Clarification

Questions or requests for clarification for this Project may only be submitted in writing to Nick Lozano, Associate Engineer/Project Manager, at nlozano@suisun.com. Also, carbon copy (cc) Gemma Geluz at ggeluz@suisun.com. No oral statements by any City employee or representative will be binding against the City.

It is the responsibility of the Consultant to check the City's website for issuance of addendum or clarification related to the RFP. Questions shall be submitted by 12 noon on November 22, 2020. Questions submitted after that date and time may not receive

a response prior to proposal opening, unless subsequently modified by the City by addendum.

C. Tentative Schedule for Selection Process

The tentative schedule for Consultant selection is as follows:

- Release RFP October 14, 2020
- Proposals Due November 5, 2020 at 2 PM
- Interviews with Top-Ranked Firms (if necessary) November 19, 2020
- Contract Award Date – City Council December 1, 2020

D. Design Project Schedule

The Project is expected to be completed in accordance with the following schedule:

- Kick-off Meeting & Begin PS&E January 4, 2021
- Submittal of 50% Plans February 1, 2020
- City Comments to 50% Plans February 4, 2021
- Submittal of 90% PS&E February 26, 2021
- City Comments to 90% PS&E March 4, 2021
- Submittal of Final PS&E March 16, 2021

4. SCOPE OF PROFESSIONAL SERVICES

The scope of professional services is to include preparing construction documents including detailed plans, specifications, and cost estimate (PS&E) for the Project. The design must conform to all laws, ordinances, and codes, including the latest Americans with Disabilities Act (ADA), City of Suisun City Design Standards, federal-aid project guidelines, California Manual on Uniform Traffic Control Devices (CAMUTCD), and Caltrans 2018 Standard Specifications and Standard Plans.

The Consultant must be intimately familiar with the federal-aid project requirements for construction, as well as with the Caltrans Local Assistance Programs Guidelines (LAPG) and Local Assistance Procedures Manual (LAPM). Likewise, the Consultant's staff must demonstrate design experience on rectangular rapid flashing beacons and/or traffic calming projects. This Project may require the expertise of a multi-disciplined team consisting of civil engineering, traffic engineering, land surveying, and other required disciplines to complete the full range of required services. The Consultant shall provide preliminary and final engineering services leading to the completion of plan, specifications, and estimates for construction and/or installation of the desired improvements. Consultant shall establish topographic survey data as deemed necessary. The consultant shall also provide, as an option at the City's discretion, assistance during the bidding and construction phase of the Project. The Consultant shall structure a proposal which accomplishes the objectives of the Project.

A. Environmental Services

No environmental services are required. The City has already obtained NEPA Categorical Exclusion Determination. Also, the City will prepare documentation to obtain CEQA determination.

B. Pre-Design Research

The anticipated pre-design research work includes, but may not be limited to the following:

- Researching and reviewing existing improvement plans, topographic mapping, right-of-way map, record maps, assessor maps, and other documents for the Project.
- Conducting field reconnaissance.
- Coordinating with all pertinent utility companies to identify utility conflicts. The consultant must coordinate with utility companies to the maximum extent possible and show all existing utilities that will be impacted or cause impact by the proposed Project and provide copies of utility correspondence for City files.
- Furnishing a survey crew and equipment as required to perform field survey work as may be required to complete the design work.
- Furnishing survey data and topography map as needed to support the design.

C. Plans, Specifications, and Estimate (PS&E)

The Consultant shall prepare complete PS&E documents, which include design improvement plans, technical specifications, and engineer's estimate. The PS&E shall be prepared according to the City's standards, federal-aid guidelines, current Caltrans standards and current CAMUTCD guidelines, as appropriate. The Consultant shall prepare a base map for Location #3, showing existing information to facilitate the design of all the necessary improvements. The base map limits shall be sufficient to cover all necessary improvements within the project area. For Locations #1 and #2, the City will provide the consultant with scaled aerial photos, which can be used in lieu of a base map.

Design Process - Intermediate Reviews

Improvement plans at 1" = 20' scale for paving improvements, striping and signage, erosion control and/or water pollution prevention and any other plans shall be submitted for review to the City at the **50%, 90%** and **100%** design stage. The City will provide and prepare the front end specifications that the Consultant is to incorporate with the technical specifications (and attachments) that Consultant is to prepare. The Consultant is to provide electronic copies and two (2) sets of hard copies of plans, specifications and engineer's estimates (PS&E). Plans shall be 22"x34" at each design stage for review and comments. This plan size can be printed to scale at 11"x17". With each stage, the review comments from the previous stage shall be itemized and a written response to each shall be prepared in a comment matrix. The original red-line comments from the reviewing agency shall be returned with the succeeding submittal.

Final PS&E (100% Complete)

The Consultant is to provide the necessary final PS&E documents in a bid- ready form. Final submittal shall include: one complete bond plan set (22"x34"), one mylar sheet (22"x34") of title or cover sheet, final cost estimate (stamped, in excel and pdf format) and final specifications (in word and pdf format) and shall be delivered to the City, along with a USB thumb drive of all electronic files including AutoCAD drawing files.

A reproducible set of the final construction documents are to be submitted along with electronic files for all work products. Construction drawings shall be in .pdf and AutoCAD formats. Technical specifications shall be in .pdf and in MS Word formats. The estimate shall be in .pdf and in MS Excel formats. All work products shall become the property of the City of Suisun City.

The final deliverables shall include two hard copies of the following documents:

- Final construction drawings.
- Final specifications.
- Bid sheet with line item descriptions.
- A final construction cost estimate

D. Coordination/Meetings

The consultant shall attend meetings with the City, as needed, to finalize the design. The consultant shall attend a pre-construction meeting, and meet and assist staff during construction as required. In consideration of COVID-19 some meetings may be via teleconferencing to observe social distancing. The consultant shall prepare and provide a comprehensive schedule to reflect the timeframe for each task of the proposed scope of work, utilizing Microsoft Project. The project schedule shall show the tasks, duration, milestones, assignments, critical paths, successors, predecessors, and other relevant data. The project schedule shall be maintained and updated monthly throughout the PS&E phase of the Project.

The anticipated work includes, but may not be limited to the following:

- Attending meetings as required to complete the design work or as requested by the City.
- Coordinating the design with the City.
- Conducting meetings.
- Revising plans and other contract documents as needed & per comments/feedback from the City.
- Providing technical assistance to City during the bidding phase.
- Providing construction support during construction.

E. Bidding Phase Services (Optional Services)

Consultant is anticipated to assist the City during the bidding phase, including, if applicable, prequalification of contractors; reproduction and dissemination of approved plans, specifications, and contract documents; advertising for bids; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests.

If the lowest responsive bid exceeds the final approved construction cost estimate by twenty-five percent (25%) or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, the Consultant shall, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

F. Construction Phase Services (Optional Services)

During the construction phase, should the City need assistance, Consultant shall provide the following services to the City:

- Advise the City's Project Manager as to the accuracy and sufficiency of Contractor's schedule of values.
- Provide responses to Contractor's requests for information.
- Provide interpretation and clarification of the drawings and specifications.
- Prepare design documents for Change Orders as needed for the proper execution and progress of the Work, and consistent with the intent of the approved Construction Documents.
- Timely review Contractor's submittals, including shop drawings, product data and samples. Issue written approvals of and/or recommendations to the City within seven calendar days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Check the submittals for conformance with the design and scope of the Project, and for compliance with the approved Construction Documents. The review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.
- Visit the project site at intervals sufficient to monitor the progress and quality of the work and to determine whether the work is proceeding in conformance with the Construction Contract. Following each site visit, promptly provide the Project Manager with a written report of observations and recommendations, if any. Provide prompt notice to the Project Manager of any defects or deficiencies in the work, followed by written confirmation of that notice. If it is believed that special testing or inspection of the work is needed, recommend appropriate procedures and consultants to the City.

Please note that the above tasks are listed as a general framework for this Project. Proposers are encouraged to include additional tasks in the proposals.

5. SUBMITTAL REQUIREMENTS

Persons or firms wishing to respond to this invitation must supply the minimum number of copies set forth in the transmittal letter by the date and time requested. The nature and form of response is at the discretion of those responding, but shall include the information listed below. Additional information submitted after the formal closing date and time will not be

accepted. Prospective proposers are highly encouraged to visit the job site prior to submitting a proposal.

Proposals must be:

- Typed on standard 8-1/2" x 11" paper. Minimum font size is to be 12. Drawings are not limited to the 8-1/2" x 11" size.
- Be as brief as possible and not include any unnecessary promotional material.
- The Proposals are not to exceed twenty-five (25) one-sided pages including all responses, reference work, and information about the firm and individuals assigned to the Project. The following items are not included as part of the 25-page total requirement: title page, table of content, cost proposal, resumes, drawings and dividers.

Proposals are to use the simplest possible method of fastening for submittal. All submissions shall become the property of the City. Furthermore, all submitted proposals, documents and information included therein or attached thereto shall become public record upon their delivery to the City.

A prospective proposer may withdraw its proposal by written request at any time *prior* to the scheduled closing time for receipt of proposals. Such written request should be directed to Nick Lozano at nlozano@suisun.com. Carbon copy (cc) Gemma Geluz at ggeluz@suisun.com.

A. Proposal Submittal Requirements

Proposals and any accompanying documents for the Project shall be submitted in a sealed envelope with the words "DO NOT OPEN – Rectangular Rapid Flashing Beacons Project – Proposal Enclosed" clearly marked in the lower left-hand corner of the envelope. Three (3) bound copies, plus one reproducible unbound copy, must be submitted. Include a CD containing the proposal in PDF format. The Cost Proposal for the Project must be in a separate sealed envelope within the proposal package, clearly marked as the price proposal for this solicitation, with firm name, and project name.

The proposal shall contain the following minimum information:

- Cover Letter
- Executive Summary
- Project Team
- Key Personnel References
- Project Understanding and Approach
- Detailed Work Plan
- Project Schedule
- Other Information

The body of the proposal shall include, but not limited to, the following minimum information:

A1. Cover Letter

This section shall include a brief summary of the Proposal and Proposer's overall organization, firm's qualifications and areas of practice and stability. Describe the scope of services provided by your firm without the use of outside consultants.

Describe any subcontract arrangements or licensing agreements. Include any potential conflict of interest.

The Proposer shall list any lawsuit or litigation and the result of that action resulting from any job undertaken by the firm or by its sub-consultants which is still pending or has occurred on projects within the last five years.

The letter shall be signed by an official with the authority to negotiate and contractually bind the firm with the City of Suisun City regarding the RPP. Provide name, title, work address, email and telephone number of this officer.

A2. Executive Summary

This section shall include summary and explanation of key provisions of Proposal, emphasizing the approach and methodology to be taken and including a work plan, schedule, and description of the capabilities of the consultant and subconsultants. The summary should convey an understanding of the purpose of the Project and the services required for performance.

A3. Project Team

This section shall describe your team organization, including the qualifications of the prime consultant and any subconsultants. Provide an organizational chart of the proposed team structure.

The Proposer's Project Manager and key individuals who will be assigned to the Project will be considered an important factor by the selection committee. Include a brief resume of each individual who will work on this assignment. Proposer must also provide a minimum of three client references for the key technical personnel. There can be no change of key personnel during the course of the Project without the prior written approval from the Public Works Director.

The Proposer's team shall have experience necessary to prepare, administer, coordinate and process the documents described in the scope of services.

The City has also great interest in the quality of all sub-consultants that the prime consultant may engage on this Project. The City expects the prime Consultant to take the lead role in this Project and to contract with and manage sub-consultants.

The Proposer's choice of sub-consultants will be critical. The City retains the right to approve/disapprove of sub-consultants selected by the Proposer for this Project. Provide names, addresses, telephone numbers, background qualifications and the scope of services that will be provided by all sub-consultants proposed to be used.

The submittal is to list job classifications and anticipated task for each job classification, as well as anticipated hours for each task.

The following are to be addressed in this section:

- Demonstrate experience in each of the areas of expertise needed to successfully complete the Project. This should include a description of prior experience in working with public agencies.
- Provide references with emphasis on the completion of projects related to pedestrian improvements with similar challenges (please provide list with proposals).
- Ability of project team to perform the proposed work within the time limits of the Project, considering their current and projected workload and assignments.
- Ability to provide quality control of all deliverables and be responsive to all issues in a timely manner.
- Ability to track team hours worked and provide invoices in a timely manner.

A4. Key Personnel References

Proposer must submit information substantiating its recent experience in successfully providing design of facilities similar to size, complexity, and nature of the services required of this Project, including a minimum of three client references with contact information. List references for the similar projects including the project name, project description, and contact information of agency's Project Manager, and the date of completion. Indicate your firm's specific responsibilities, total project cost for each of the projects and the percentage of work for which your firm was responsible. Give a brief statement of your firm's adherence to the schedule, budget and construction estimate for each project.

A5. Project Understanding and Approach

The Proposer is to provide his understanding of the needs of the Project and approach to meeting the project goals and objectives. In this section, the Proposer is to describe his understanding of the needs of the Project and demonstrate his understanding of the Project by defining the approach the Proposer will use to meet the project goals and objectives. The Proposer is to explain his approach to the design process and address how the Proposer will move the design process along in an efficient and effective manner.

The Proposer is encouraged to visit the project site prior to preparing proposal. Also, the Proposer may submit drawings of conceptual plans, layout, and details as part of demonstrating their understanding of the Project.

A6. Detailed Work Plan

Proposer is to provide a proposed work plan for development and implementation of the Project. Describe how the team will complete each task without simply repeating the listed tasks. Alternative approaches to the Project can be submitted if a rationale is given for the suggested changes.

Include a list of work tasks necessary to complete the services and their descriptions; a list of the permits, authorizations and notifications required for the Project; and an outline of all deliverables.

Identify all key team members, including subcontractors, in a work chart, including their name, title, hours per task, and percentage of work by task.

A7. Project Schedule

Proposer is to detail in his schedule the time required to complete each task in the scope. Moreover, the Consultant is to provide an estimate of the amount of time each job classification (including all sub-consultants) will devote to each task. Show tasks, phases, durations, milestones, assignments, critical paths, and other relevant data, including stated assumptions, inclusions, and exclusions.

A8. Other Information

Proposer may use this section to include additional information that might aid the City's Selection Committee in determining the Proposer's qualifications for the Project and evaluating its approach to the scope of services.

B. Cost Proposal Submittal (must be in a separate sealed envelope)

A Cost Proposal along with a rate schedule shall be submitted with the Proposal.

This section of the submittal must be submitted separately in a sealed envelope marked "Rectangular Rapid Flashing Beacons Project" with name of firm in the lower left corner of the envelope and should provide a full description of the expected costs for the work described in this RFQ. Consultant is to provide an estimate, including the name of any individual that will work on the Project, of the amount of time (person hours) that will be devoted to each task for all staff of both the Consultant and all sub-consultants. Also include the hourly rate of each individual and amount of

reimbursable expenses. This section is to demonstrate the anticipated levels of effort and an understanding of the resource needs for the Project.

Cost Proposal will remain sealed until after the Selection Committee has completed their ranking evaluation of all proposals.

6. PROPOSAL EVALUATION AND RATING CRITERIA

The City's evaluation team will review each Proposal for completeness and content, and will be evaluated and scored on a 100-point total basis using the below criteria to determine which Proposal provides the best value and is the most beneficial for the City and Project. Points will be awarded based on the information provided in the Proposal and relative to meeting the City's best interest.

- Qualification and experience of the firm 0 - 10
- Qualifications and experience of key personnel 0 - 15
- Demonstrated success with preparing PS&E for similar projects 0 - 20
- Perceived ability to perform work in a timely and cost effective manner 0 - 15
- Understanding of project and proposed work approach 0 - 35
- The responsiveness and overall quality of Proposal 0 - 5

The City reserves the right to seek supplemental information from any Proposer at any time after review of the Proposals and before award of any Agreement.

If deemed necessary by the City's Selection Committee, oral interviews will follow the evaluation of the proposals. The selection of firms for oral interviews will be based on the ranking given by the Selection Committee after reviewing the submitted proposals. The City may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone.

Negotiations

The City will negotiate with the first-ranked firm to secure an agreement. If negotiations with the first-ranked firm are unsuccessful, negotiations will be formally terminated and staff shall then begin negotiating with the next ranked firm. This process shall continue until an agreement is secured.

The City reserves the right to reject any or all proposals received, and to reissue a new Request for Proposals. Moreover, the City reserves the right to cancel the Project at any point and pay Consultant only for costs incurred to that point and for work completed which is usable by the City as determined by the City.

The City also reserves the right to award subsequent contracts for additional work to the selected Consultant (if a selection is made) or to another Consultant who has submitted a proposal for this solicitation.

The prospective Consultant is advised that the contract will not be in force until it is approved and fully executed by the City of Suisun City. The Consultant will be required to satisfy all insurance certification and Suisun City Business License requirements prior to the City's issuance of a Notice to Proceed. Work done before issuance of a Notice to Proceed cannot be billed to the City.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is funded by federal funds and is subject to all federally-funded project provisions including the utilization of Disadvantaged Business Enterprise (DBE): This project has a Disadvantaged Business Enterprise participation goal of 6.0% percent.

This design work is subject to 49 CFR Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", Proposers are to take reasonable steps to ensure that Disadvantaged Business Enterprises (DBE) subconsultants have an opportunity to augment the Proposer's team.

8. CITY'S CONTRACT SERVICES AGREEMENT

The successful Consultant will be required to execute a contract with the City of Suisun City. Attached for review is the City's standard Contract Services Agreement (Attachment B). Proposers shall provide a statement that they have reviewed the agreement, and if selected, will execute the agreement. In addition, Proposers shall declare any exceptions or desired modifications to the agreement that the proposer considers absolutely necessary in order to execute the agreement. The City will consider any reasonable exceptions or desired modifications; however, if the requests are not acceptable to the City, the proposer shall accept the agreement without the desired changes or the City may choose to negotiate an agreement with another Proposer.

ATTACHMENTS

1. Attachment A – Location Map
2. Attachment B – Standard Contract Services Agreement

LOCATION MAP

HSIP Cycle 9 Project – Rectangular Rapid Flashing Beacons Project



Location #1: Merganser Drive
between Sunset Avenue and Wigeon Way

Location #2: Pintail Drive at Scoter Way

Location #3: Lawler Ranch Parkway
between Fennie Way and Hillborn Way
(at existing sidewalk to the park)

**CITY OF SUISUN CITY
CONTRACT SERVICES AGREEMENT FOR**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into on _____ 2020, by and between the CITY OF SUISUN CITY, a municipal corporation (“City”) and NBS (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **\$9,750.00 (Nine Thousand Seven Hundred and Fifty Dollars)** (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding **one** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for **five (5)** additional one-year terms.]

4. COORDINATION OF WORK

4.1 Representative of Consultant. **Name, President and CEO,** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. **Greg Folsom, City Manager,** [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event 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.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees 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.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified

Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Blvd., Suisun City, CA 94585, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures On The Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

Greg Folsom, City Manager

ATTEST:

Linda Hobson, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____

Name: **Name**
Title: President and CEO

By: _____

Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. Data Collection
- B. Administrative Cost Recovery
- C. Special Tax Requirement
- D. Levy Calculation
- E. Meeting Attendance
- F. Levy Submittal
- G. Special Tax Levy Report
- H. Delinquency Monitoring
- I. Additional Reporting
- J. Notice of Special Tax Disclosure
- K. Consulting Support

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Special Tax Levy Report
- B. Delinquency Monitoring
- C. Additional Reporting
- D. Levy Calculations
- E. Meeting Attendance

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. Not Applicable

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. To be determined.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.
- B.
- C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.