



CITY OF RIO VISTA

REQUEST FOR PROPOSAL

for

PROFESSIONAL ENGINEERING SERVICES

for the

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 11 PROJECTS:

H11-04-041 BIKE FACILITY UPGRADES

H11-04-042 PEDESTRIAN CROSSING ENHANCEMENTS

PROPOSALS MUST BE RECEIVED AT:

CITY OF RIO VISTA

CITY HALL

1 Main Street

Rio Vista, CA 94571

CITY OF RIO VISTA

REQUEST FOR PROPOSAL

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) **CYCLE 11 PROJECTS**

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. BACKGROUND**
- III. PROJECT DESCRIPTIONS**
- IV. SCOPE OF WORK**
- V. PROPOSAL CONTENT**
- VI. EVALUATION CRITERIA**
- VII. STANDARD TERMS AND CONDITIONS**
- VIII. CONSULTANT SELECTION**

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

I. INTRODUCTION

The City of Rio Vista is soliciting proposals from qualified firms to provide professional engineering services to prepare improvement plans, specifications, and cost estimates for the Highway Safety Improvement Program (HSIP) Cycle 11 Bike Facility Upgrades Project and Pedestrian Crossing Enhancements Project.

The Consultant must be familiar with the Caltrans Local Assistance Programs Guidelines (LAPG) and Local Assistance Procedures Manual (LAPM). The Consultant and staff must demonstrate experience with Caltrans project development requirements and a history of delivering HSIP Grant-funded projects.

It is anticipated that the Consultant will enter into a contract with the City for an initial period required to complete this scope with the option of extensions depending on the needs of the City for repeated or additional services.

II. BACKGROUND

The City of Rio Vista (City) is located in Solano County at the intersection of State Highway 12 and the Sacramento River. The City is primarily residential with a population of approximately 10,500.

The City was awarded state funds through the Highway Safety Improvement Program (HSIP) for the design and construction of two projects: Rio Vista Bike Facility Upgrades and Pedestrian Crossing Enhancements at three intersections in Rio Vista.

III. PROJECT DESCRIPTIONS

Rio Vista Bike Facility Upgrades:

The project aims to improve conditions for cyclists at two existing roads in northern Rio Vista:

1. Norman Richardson Drive from Airport Road to Poppy House Road – Install Class II bidirectional bike lane, striping, hatching, green bike lane markings, and signage.
2. Airport Road from Norman Richardson Drive to ASTA Minerals Driveway – Install Class IV bike lane with boulder separators.

Pedestrian Crossing Enhancements at three intersections in Rio Vista:

The project aims to enhance pedestrian crossings at three existing intersections in Rio Vista:

1. Airport Road and Church Road – Install Rectangular Rapid Flashing Beacons (RRFB), ADA curb ramp (1), high visibility crosswalk (1), and sidewalk extensions.
2. Airport Road and Norman Richard Drive – install ADA curb ramps (2), high visibility crosswalk (1), sidewalk extensions, and yield lines and signs (2).

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

3. N Front Street and SR-84 – Install Rectangular Rapid Flashing Beacons (RRFB), ADA curb ramps (4), high visibility crosswalk (2), sidewalk extensions, advanced warning signs (2), and yield lines and sign (2).

IV. SCOPE OF WORK

The Consultant shall provide preliminary and final engineering services leading to the completion of plans, specifications, and estimates for the construction of the desired improvements. The Consultant shall also provide design support services during the advertisement and bidding phases of this project.

PERMITTING

Consultant will identify all agencies with permitting authority over aspects of the Project and assist City with communication and coordination efforts with such agencies throughout all phases of the work. Consultant will identify all permitting requirements, and in conjunction with City staff, establish an implementation plan and timeline to meet all requirements. As necessary, the incorporation of all permitting requirements in preliminary engineering, final engineering, and PS&E will be completed during the appropriate phases of work.

There is no right-of-way acquisition anticipated for this project.

ENVIRONMENTAL SERVICES

California Environmental Quality Act (CEQA) compliance is required for this project. The City will prepare CEQA documents. NEPA clearance is not required for this project.

SURVEYING AND UTILITY COORDINATION

Consultant will provide all topographic surveys necessary for the project design. Consultant will perform utility research to identify existing utility locations based on record drawings. Consultant will verify the location of all underground/overhead utilities and determine utility coordination. Consultant will perform field surveys including but not limited to all existing roadways, drainage facilities, right-of-way, nearby structures, fences, driveways, poles, signs, streetlights, trees and vegetation, existing utility facilities, conforms to existing improvements etc.

PLANS, SPECIFICATIONS, AND ESTIMATES

The Consultant shall prepare complete design improvement plans, specifications, and Engineer's estimates (PS&E) in accordance with City of Rio Vista Standards, Caltrans Standards latest edition, and CA MUTCD latest edition, as appropriate.

The Consultant shall provide an electronic PS&E submittal copy to the City containing one set of full-size plans (pdf), one set of specifications (pdf, word), one Engineer's estimate (pdf, excel) at the 100% design phase for review and comment. The City will provide comments on the design submittal. The Consultant shall review comments, incorporate changes into the following final submittal and create a response letter addressing all comments.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

The Consultant is responsible for the final submittal which incorporates all previous review comments, survey information, technical requirements, right-of-way information, utility verification/protection, minimum contractor qualifications, regulatory agency permits, any applicable encroachment permits, and City requirements. The Consultant will provide all necessary final PS&E documents in bid-ready form. The final submittal shall include:

- One complete electronic plan set of reproducible 24"x36" as well as on mylars
- Electronic and hard copy, stamped and signed, final specifications (in word and pdf format), final estimate (in excel and pdf format), and drawing files (in autoCAD and pdf format on an external hard drive)

COORDINATION/MEETINGS

The Consultant shall attend a design kick-off meeting and other subsequent meetings with the City, as needed to finalize the design. The Consultant shall prepare agendas, minutes, and sign-in sheets for all meetings. The Consultant shall prepare and provide a comprehensive schedule to reflect the time frame for each task of the proposed scope of work. The project schedule shall be maintained and updated regularly throughout the PS&E phase of the project.

DESIGN SUPPORT DURING BIDDING

As part of this proposal, Consultant shall include bid support services that consist of assisting the City in addressing inquiries submitted during the bidding phase of the project.

Consultant shall include bid support services that consist of assisting the City in responding to Requests for Information (RFI) during the project advertisement phase as well as preparing any Letters of Clarification (LOC) that are needed.

Note that the above tasks are listed as a general framework for this project. You are encouraged to include additional tasks in your proposal, specific to this project.

V. PROPOSAL CONTENT

The following proposal sections are to be included in the Consultant's response:

The proposals should include no more than 35 typed pages including proposed experience, Fee Schedule for each task (included in a separate sealed envelope), Index/Table of Contents, any charts, graphs, and tables as needed. Resumes of Key personnel are not counted toward the 35-page limitation if inserted at the end of the proposal. A 12-point Arial font size is required for typed portion of the proposal and sections double spaced, except smaller fonts are allowed for charts, exhibits, or tables as needed.

Each proposal will adhere to the following order and content of selections:

1. Proposals must be straightforward, concise and provide "layman" explanations of technical terms that are used.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

2. Emphasis must be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the services to be provided.
3. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

Cover Letter

A cover letter, not to exceed two (2) pages in length, must summarize key elements of the proposal. An individual authorized to bind the Consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least one hundred eighty (180) days from the proposed due date.

The cover letter must include the address and telephone number of the Consultants "Project Managers" office located nearest to Rio Vista that will provide the project deliverables directly to the City of Rio Vista.

Background and Project Summary Section

The Background shall include a brief description of the responding firm and organizational history, years in business, and a brief statement of how long your firm has been performing the services required by this RFP.

The Project Summary section shall include a summary of the proposal, emphasizing the approach to be taken and including a work plan, schedule, and description of the capabilities of the firm and any subconsultants. The summary should convey an understanding of the purpose of the project and the services required to be performed.

Project Understanding

Describe your firm's understanding of the project and provide a clear statement of the general approach to be undertaken on the project. Consultant will prepare a detailed scope of services, detailing each of the items listed above. Refer to Scope of Work section of this RFP. Consultant is encouraged to include additional scope of service tasks to successfully complete the project. The scope of services should describe each step in overall review, analysis, and completion of work.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

Project Team

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. The City can request different Staff at their discretion.

Qualifications

The information requested in this section must describe the qualifications of the firm, keystaff and sub-consultants performing projects within the past five years in Northern California that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. The key personnel that have participated on named projects and their specific responsibilities with respect to this scope of work.
2. Summarize the firm's demonstrated capabilities, including length of time that your firm has provided the services being requested in the
3. Provide at least three (3) separate current public agency references that have received similar services from your firm. The City of Rio Vista reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 4. Northern California Public Agency, Primary Contact, e-mail, and telephone number.
 5. Start / Finish (month and years).
 6. Brief Project description (i.e., miles of street rehabilitation, construction, etc.)
 7. Briefly describe change orders if any for the project and comparison of original contract and final contract amounts.

Familiarity with Local, State, and Federal Procedures

Consultant shall be familiar with all Local, State, and Federal law and procedures pertaining to the Contract and follow the governing codes and applicable regulations. The Consultant must be familiar with the Caltrans Local Assistance Programs Guidelines (LAPG) and Local Assistance Procedures Manual (LAPM).

Cost Proposal and Fee Schedule

Consultant shall submit a cost proposal as part of their overall proposal in a separate sealed envelope. Identify key members, including subconsultants, in a work chart, including their name, title, hours per task, hourly rate, total hours, and percentage of work by task. Include total fee for all costs to complete all tasks.

The fee schedule must include the firm's schedule of hourly rates and rates for all sub-

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

consultants. The percentage mark up of reimbursable expenses, if any, shall also be specified in the rate schedule. The fee rate schedule is to be valid for the term of the project. Consultants must meet Indirect Cost Requirements and Profit Limits for Caltrans.

Content of Proposal

The proposal must be submitted using the format as indicated in the proposed format guidelines.

Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation.

Number of Proposals

Submit four (4) copies, plus one electronic copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. All cost and fee information shall be in a separate sealed envelope.

Submission of Proposals

Complete written proposals must be submitted in sealed envelopes and received no later than 2:00 P.M. Pacific Standard Time (PST) on March 7, 2024.

Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted. The City will not be responsible for late proposals, no matter the postmark or other delivery services, missing the deadline.

Submit your proposals to:

<p style="text-align: center;">City of Rio Vista Attention: Robin Borre, Director of Public Works One Main Street Rio Vista, CA. 94571</p> <p style="text-align: center;">RE: HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 11 PROJECTS</p>
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Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Robin Borre, Director of Public Works, rborre@ci.rio-vista.ca.us by February 15, 2024, @ 8:00am. All questions and answers will be compiled and posted on the City website by February 20, 2024 by 5:00pm.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services to prepare the RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received because of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety.

All proposals will become the property of the City of Rio Vista. Proposals are subject to the Freedom of Information Act.

The City cannot and will not be held responsible for protecting proprietary data submitted in proposals.

VI. EVALUATION CRITERIA

The City's evaluation and selection process is based on Qualifications Based on Selection (QBS) for professional services. The City of Rio Vista may use some or all the following criteria in its evaluation and comparison of proposals submitted.

The criteria listed are not necessarily an inclusive list. The order in which they appear is not intended to indicate their relative importance.

A maximum of sixty (60) points can be earned in this part of the process. The ranking will consist of the basic proposal (40 points maximum) score for background, clarity, methodology for the project and summary; and of the qualifications and staffing (20 points maximum) score in each category.

- A. Meets Minimum Qualifications** – No score assigned for this category. Consultants are expected to meet minimum qualifications. This will be a pass/fail. In the case of “fail” the proposal will not continue in the rating and will be deemed nonresponsive. Scoring “weight” for the preliminary phase will be dependent on **Categories B, C, D, and E** below)

- B. Proposal Clarity** – Use of terms and explanations throughout are understandable. Firm clearly communicates in a general sense how it plans to meet its service delivery goals as well as foster and maintain harmonious, productive, timely, responsive, and efficient working relationship with City staff
(10 points)

- C. Background and Project Summary** – Firm understands the work to be done.
(10 points)

- D. Methodology** – Firm clearly outlines its implementation plan(s), shows effort in completing projects efficiently and accurately.
(20 points)

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

- E. Qualifications and Staff** – Experience of the firm, project manager, and other key individuals assigned to the project. Experience with projects of similar scope, complexity, and magnitude for other Northern California agencies.

Experience with projects for Southern California and organizations outside California can be mentioned. Note that greater weight will be given to projects performed for Northern California agencies.

(20 points)

After the assessment as outlined above in **Categories A, B, C, D, and E**, only the top contenders will be participating in the next phase. There is a maximum of twenty-five (25) points to be earned for the next phase, where the ranking will be performed using **Categories F, G, and H** noted below:

- F. Reference Check** – The City may also contact and evaluate the Consultants' and sub-consultants' references, contact any Consultant to clarify any response, contact any current users of a consultant's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

(10 points)

- G. Local Preference Check** – The Consultant will earn 5-points for having a valid City of Rio Vista Business License.

(5 points)

- H. Interview** – After written proposals have been reviewed, discussion with prospective firms may or not be required. If scheduled, the oral interview or video / voice conference interview (at the City's discretion) will be a question / answer format for clarifying the intent of any portions of the proposal.

The individual from the firm who will be directly responsible for carrying out the contract, if awarded, must be present at the oral interview or video / voice conference interview.

(10 points)

The final scoring criteria will be applied to the top proposers. The review will be based on the Cost Proposal/Rates of the firm. There is a maximum of fifteen (15) points to be earned for this section. **(15 points)**

A Notification of Intent to Award may be sent to the Consultant(s) selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Consultant or withdraw the RFP.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

VII. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend this RFP prior to the proposal due date if needed. All amendments and additional information will be posted to the City of Rio Vista website:

<http://riovistacity.com/>

Consultants should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility for the Consultant. All proposals submitted become the property of the City of Rio Vista.

Contract Discussions

The apparent successful firm will be required to sign a Consultant Services Agreement. Prior to award, the apparent successful firm(s) may be required to enter discussion with the City to resolve and contract differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected, and discussions will be initiated with the second highest scoring firm. See attached Consultant Services Agreement.

Confidentiality Requirements

Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

Insurance Requirements

The City requires that licenses, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within five (5) calendar days of award of contract by the City Council, the successful Consultant(s) must furnish the City with the Certificates of Insurance proving coverage. The contract must be executed by the consultant prior to Staff taking the award to Council. The tentative date for Council is in April 2024.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): HSIP CYCLE 11 PROJECTS

Carefully review the attached agreement and insurance requirements before responding to the Request for Proposal (RFP). The terms of the agreement, including insurance requirements, have been mandated by the City Attorney and City Council and can be modified only if extraordinary circumstances exist.

Your response to the RFP must include a stipulation indicating if you are unwilling or unable to execute the agreement as attached as well as providing the insurance requirements. The City will consider this in determining the Consultant's responsiveness to the RFP.

VIII. CONSULTANT SELECTION

The City will review all proposals submitted and will rank proposals based upon the consultant's understanding of the work to be done, its experience with similar types of work, and the qualifications of its staff. Selection of the consultant will be based upon the proposal ranking. Proposals should provide information in sufficient detail to allow a complete evaluation.

The contract will be negotiated and awarded to the most qualified consultant whose proposal best conforms to the RFP and is, in the opinion of the City of Rio Vista, most appropriate and advantageous to the City.

The City reserves the right to reject any and all proposals and to negotiate terms with any qualified potential consultant. While evaluation and selection of consultants will be strictly based on qualifications, the City encourages the use of Consultants who provide offices and project personnel located in Rio Vista or in adjacent communities.

SELECTION PROCESS AND SCHEDULE		
Item		Date
1.	Release of Requests for Proposals (RFPs)	January 25, 2024
2.	Deadline for submission of RFPs	March 7, 2024
3.	Selection of Consultant(s)	March 2024
4.	City Council consideration of Consultant Agreement(s)	April 2024
5.	Authorization to Proceed	April 2024 upon contract execution

**CITY OF RIO VISTA
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this xx day of , 2024, by and between the CITY OF RIO VISTA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and . (hereinafter referred to as "CONSULTANT").

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for the CITY's Brann Ranch Development Project California Environmental Quality Act (CEQA) Compliance; and

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. **DEFINITIONS.**

a. The term "City Manager" shall mean the duly appointed City Manager of the City of Rio Vista, California, or his/her designated representative.

b. The term "City Attorney" shall mean the duly appointed City Attorney of the City of Rio Vista, California, or his/her designated representative.

c. The term "City Clerk" shall mean the duly appointed City Clerk of the City of Rio Vista, California, or his/her designated representative.

3. **PROJECT COORDINATION.**

a. CITY. The City Manager shall be representative of CITY for all purposes under this Agreement. The **Public Works Director** is hereby designated as the PROJECT MANAGER. The PROJECT MANAGER shall supervise the progress and execution of this Agreement.

b. CONSULTANT. The CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Patrick Angell, Principal is designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall immediately notify PROJECT MANAGER of the name of the new PROJECT DIRECTOR.

4. SCOPE AND PERFORMANCE OF SERVICES.

a. Services to be Furnished. Subject to such policy direction and approvals as the CITY through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by reference.

CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as attached hereto as Exhibit B.

b. Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise.

c. Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. In the event that CONSULTANT believes that there is a conflict between existing and applicable federal, state and/or local law, codes, ordinances, regulations, orders and decrees, that would preclude CONSULTANT from complying with the requirements set forth in this paragraph, CONSULTANT shall notify CITY in writing, and meet and confer with CITY to determine an appropriate course of action. CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful execution of the services it performs under this Agreement. CONSULTANT shall maintain a City of Rio Vista business license. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by the CITY. The CITY is not responsible or liable for CONSULTANT's failure to comply with any or all of the requirements contained in this paragraph.

5. COMPENSATION.

For the full performance of the services described herein by CONSULTANT, CITY shall pay CONSULTANT per hour for consulting services and all reasonable expenses incurred during the course of the work; provided, however, that compensation shall be based on the June 1, 2023, Fee Proposal for xxx included in **Exhibit C**. Total compensation is _____ dollars (\$xxx). The method and timing of payment to CONSULTANT shall be as set forth in **Exhibit C**, incorporated herein by reference. Each task order/service request will be submitted for approval prior to start of work.

6. ADDITIONAL SERVICES. CONSULTANT shall not commence any work exceeding the Scope of Services without prior written authorization from CITY. CONSULTANT agrees to perform such work only if requested in writing by CITY and shall bill for such services in a separate agreement.

7. TERM. This Agreement shall be effective and shall remain in effect until **June 20, 2025**, or otherwise terminated as provided herein.

8. SUSPENSIONS; TERMINATION; EXTENSIONS.

a. Right to Suspend or Terminate. The City Manager may suspend or terminate this Agreement for any reason by giving ten (10) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance under this Agreement. CONSULTANT may suspend or terminate this Agreement for any reason by giving thirty (30) days' written notice to CITY. CONSULTANT shall not discontinue its performance under this Agreement until such notice period has expired.

b. Termination for Cause. Should CONSULTANT fail within three (3) working days from receipt of CITY's written notice to correct any deficiencies related to failure to perform the Work in accordance with this Agreement including its Exhibits; failure to comply with the directions of CITY; or failure to pay its creditors, CITY may terminate this Agreement. Following a termination for default, CITY shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to CONSULTANT, who shall be liable for the full cost of CITY's corrective action, including reasonable overhead, profit, and attorneys' fees.

c. Extension of Time. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

d. Delay. The Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the City's Project Manager, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work thereof within the time limits fixed therein. If the Consultant refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to

complete said work within such time, City may exercise the termination provisions set forth herein.

e. Excusable Delay. Excusable delays shall be delays in the controlling operation of the Consultant's work due to strikes, lockouts by others, fire, earthquake, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, epidemic or pandemic, or any other act(s) of God beyond the Consultant's control, or by delay authorized by the City, or by any cause which City shall decide to justify the delay. Except as provided below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as City may decide. The Consultant's right to an extension of time for an excusable delay is expressly subject to Consultant's giving written notice of such claim within fifteen (15) days as set forth below following the date the Consultant knew or should have known of the delay. Such notice shall include all of the following and be made in the following manner in order to be valid:

- i. written documentation as to the asserted cause of the delay, including identification of parties (individuals, private entities or public entities) asserted to be responsible, with such parties' contact information and an explanation as to why such party is asserted to be causing a delay, and any written evidence of the delay asserted to be caused by such party;
- ii. a detailed description of mitigation efforts undertaken by the Consultant, or reasons why such mitigation efforts are not practical;
- iii. an estimate as to the anticipated length of delay and monetary impact caused by the delay in dollars;
- iv. if the asserted cause for delay involves government orders, directives or legal proceedings, a copy of all applicable orders and identification by court case number of any such legal proceeding with a general description as to why such orders or legal proceedings are asserted to be causing a delay; and
- v. notice must be submitted in writing to the City's Project Manager at City Hall before 5:00 p.m. on the fifteenth (15th) day following the date the Consultant knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that extensions of time shall be the Consultant's sole and exclusive remedy for excusable delays.

f. Payment. Upon such suspension or termination, CONSULTANT shall be paid for all services actually rendered to CITY to the date of such suspension or termination.

g. Rights and Remedies. The rights and remedies of the CITY provided in this Section are in addition to any of the rights and remedies provided by the law or under this Agreement.

9. **CLAIMS.** If any dispute shall arise between CITY and CONSULTANT regarding performance of the work, or any alleged change in the work, CONSULTANT shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to CITY within ten (10) days after commencement of the disputed work. CONSULTANT's failure to give written notice within the ten (10) day period constitutes an agreement by CONSULTANT that it will receive no extra compensation for the disputed work.

10. **INSPECTION.** CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER'S inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed. Any materials created by CONSULTANT shall become the property of CITY upon delivery. CONSULTANT shall not be held liable for any reuse of the CITY-owned materials for purposes outside this Agreement.

11. **INDEPENDENT JUDGMENT.** Failure of CITY to agree with CONSULTANT's independent findings, conclusions or recommendations, if the same are called for in this Agreement, on the basis of differences in matters of judgment shall not be construed as a failure on the part of the CONSULTANT to meet the requirements of this Agreement.

12. **ASSIGNMENT; SUBCONSULTANTS; EMPLOYEES.**

a. Assignment. CONSULTANT shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation or interest in or to the same or any part thereof without the CITY's prior written consent. Any assignment without such approval shall be void and, at CITY's option, shall terminate this Agreement and any license or privilege granted herein.

b. Subconsultants; Employees. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT hereunder. No subconsultant of CONSULTANT will be recognized by CITY as such; rather, all subconsultants are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of the PROJECT MANAGER.

13. INTEREST OF CONSULTANT.

a. No Conflict of Interest. CONSULTANT (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

b. Independent Contractor. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subconsultants shall have no power to bind or commit the CITY to any decision or course of action, and shall not represent to any person that they have such power.

c. Financial Records. CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records that pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CONSULTANT or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

14. INDEMNITY.

a. Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City.

b. The provisions of this Section shall survive termination or suspension of this Contract and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section.

15. WORKERS' COMPENSATION.

a. Covenant to Provide. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

b. Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against the CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

c. Coverage. CONSULTANT shall obtain workers' compensation insurance in the amounts and form outlined in Section 16 of this Agreement.

d. Prevailing Wage. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall separately sign the "Certificate of Compliance with Labor Code § 3700" which is attached hereto and incorporated herein as Exhibit D. Consultant shall also comply with the provisions of the "Labor Compliance Requirements" which are attached hereto and incorporated herein as Exhibit E.

16. INSURANCE.

a. CONSULTANT shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

b. Prior to execution of this Contract and prior to commencement of any work, the CONSULTANT shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by CONSULTANT and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of CONSULTANT or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of CONSULTANT.

1. Commercial General Liability Insurance.

(i) 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 five million dollars (\$5,000,000) per occurrence for bodily

injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

(ii) Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the City.

(iii) Coverage shall state that CONSULTANT 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.

(iv) Coverage shall contain a waiver of subrogation in favor of the City.

2. Business Automobile Liability. CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. Workers' Compensation and Employers' Liability. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. Professional Liability. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) 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 years after completion of the services required by this agreement.

5. All Coverages.

(i) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

(ii) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

(iii) Evidence of Insurance - Prior to commencement of work, the CONSULTANT shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CONSULTANT must agree to provide complete, certified copies of all required insurance policies if requested by the City.

(iv) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

(v) Subcontractors and CONSULTANTS - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the CONSULTANT.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section

- (i) In addition to any other remedy the City may have, if CONSULTANT fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due CONSULTANT under this Contract.
- (ii) No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless CONSULTANT has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.
- (iii) Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.
- (iv) The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by CONSULTANT are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

17. NOTICE. Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

2095021.5 13398-012
Rio Vista Consultant Services Agreement

- a. By personal delivery, effective upon receipt by the addressee;
- b. By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. By certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

CITY: City of Rio Vista
Attn: Director of Public Works, Project Manager
1 Main Street
Rio Vista, CA 94571

CONSULTANT: xxx

Either party may change its address for notices by complying with the notice procedures in this Section.

18. AGREEMENT BINDING. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subconsultants of both parties.

19. WAIVERS. The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance, or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

20. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. NONDISCRIMINATION. No discrimination shall be made in the employment of any person under this Agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability, or place of birth.

22. VENUE. Any action arising out of this Contract shall be brought in Solano County, California, regardless of where else venue may lie.

23. TIME OF ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in the Scope of Services.

24. AGREEMENT CONTAINS ALL UNDERSTANDINGS. This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California and interpreted as if written by both parties.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF RIO VISTA, a municipal corporation of the State of California:

Phil Carter, Interim City Manager

Date: _____

ATTEST:

Pam Caronongan, CMC, City Clerk

Date: _____

APPROVED AS TO FORM:

Mona Ebrahimi, City Attorney

Date: _____

CONSULTANT:

xxx

Date: _____

Exhibit A

(Scope of Services)

CONSULTANT shall provide CITY with the following services pursuant to this Agreement:

CONSULTANT shall perform Proposal Submitted to the City of Rio Vista and attached in Exhibit B.

Exhibit B

(Schedule of Activities)

The schedule of activities shall adhere to the assignment schedule as described in the proposal for services attached to this Exhibit that was prepared by CONSULTANT for the xxx. The assignment will begin immediately upon execution of the agreement between CITY and CONSULTANT.

Exhibit C

(Method and Timing of Payment)

The Method and Timing of Payment shall be monthly billing based on the work performed, and as invoiced in detail by CONSULTANT to CITY.

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
xxx

EXHIBIT E

LABOR COMPLIANCE REQUIREMENTS

1. PREVAILING WAGE

(a) The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

(b) The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

(c) By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

(a) The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

(b) The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as

penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

(c) To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

(d) The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than those caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for

each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.