June 19, 2020

ADDENDUM NO. 1
To
REQUEST FOR PROPOSALS
for
PROFESSIONAL ENGINEERING DESIGN AND TRAFFIC MODELLING SERVICES
for the
WALNUT AVENUE / SR99 INTERCHANGE PROJECT INITIATION
and
TRAFFIC ENGINEERING SUPPORT FOR THE CITY GENERAL PLAN UPDATE

Each proposal shall acknowledge receipt of this addendum by reference to its number and date in the cover letter. Failure to acknowledge this addendum will impact overall score of the proposal. Below is a summary of changes to the RFP.

Questions regarding this RFP have been received. The City responses are provided as follows:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  The City has approved an existing contract to perform the traffic</td>
<td>The City has decided to just rely upon the existing contract for traffic modeling services and is hereby deleting the request for traffic</td>
</tr>
<tr>
<td>engineering for the General Plan Update and Update of Traffic Impact</td>
<td>modeling services and traffic engineering support for the City General Plan Update under this RFP solicitation. The Consultant selected under</td>
</tr>
<tr>
<td>fees. Does this overlap the scope of work presented in this RFP?</td>
<td>this process will need to coordinate with the City’s existing consultant to obtain traffic data and capacity requirements needed for design</td>
</tr>
<tr>
<td></td>
<td>purposes. Due to the significance of this change, the City will accept additional questions submitted in writing until Friday, June 26, 2020</td>
</tr>
<tr>
<td></td>
<td>at 5:00 PM. A revised copy of the RFP is included with this addendum with all changes shown.</td>
</tr>
<tr>
<td>2  Will the City be extending the deadline for submittal of these</td>
<td>Yes. The new deadline for submittal of these proposals is <strong>Tuesday, July 7, 2020 at 2:00 PM.</strong></td>
</tr>
<tr>
<td>proposals?</td>
<td></td>
</tr>
<tr>
<td>3  Is it the intention of the City to award all of these services to a</td>
<td>The City intends to utilize one firm for all work (though the lead firm may have other firms team up on the project).</td>
</tr>
<tr>
<td>single proposing team or will it be possible to separate #1 into its</td>
<td></td>
</tr>
<tr>
<td>own contract?</td>
<td></td>
</tr>
<tr>
<td>4  Has the City entered a cooperative agreement with the City for the</td>
<td>No cooperative agreement with other agency(ies) has been entered yet.</td>
</tr>
<tr>
<td>PID phase?</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>5  The RFP mentions public outreach. Is this effort specifically related to the GP and TIF updates, or is it for the project as a whole?</td>
<td>Public relations/public outreach efforts are expected for the interchange PID process.</td>
</tr>
<tr>
<td>6  Are 11x17 sheets allowed? If so, will they be counted as two pages?</td>
<td>11x17 sheets are allowed where graphics warrant and will count as one page.</td>
</tr>
<tr>
<td>7  Personnel / Staff Levels – No page limit specified for project roles / org chart. Please confirm.</td>
<td>No page limit is set for the Personnel/Staff Levels section. Concise presentation of key staff is expected.</td>
</tr>
<tr>
<td>8  Section 5 – 6th Bullet: What is an “RWD Application?”</td>
<td>The 6th Bullet under Section 5 should read &quot;Project references for similar work&quot;. The term &quot;RWD application&quot; does not apply to this solicitation.</td>
</tr>
<tr>
<td>9  In the RFP requirements, Item 1) Methodology, Project Understanding, and Scope of Work section is limited to 5 pages. Would it be acceptable to provide a summary of our scope of work within the 5 pages, and also provide a fully detailed scope of work in an Appendix?</td>
<td>A scope of work summary may be presented in the proposal section for the Methodology, Project Understanding, and Scope of Work section to fit within the five page limit. If needed, the fully detailed scope of work can be presented in an appendix.</td>
</tr>
<tr>
<td>10 In the RFP requirements, Item 3) Personnel/Staffing Levels, the role of “Specialized Legal Counsel” is specified. What is the intent of this role and how does the City anticipate utilizing this service?</td>
<td>In Item 3 under Section 4, delete references to &quot;Specialized Legal Counsel&quot;. Specialized Legal Counsel is not anticipated on this work.</td>
</tr>
<tr>
<td>11 Would the City accept an electronic submittal due to current restrictions on travel and limited access to office work (document assembly and production)?</td>
<td>Due to the current pandemic-related restrictions, electronic submittal of proposals in-lieu of hard copy will be accepted and is encouraged. Cost proposals shall be contained in a separate zip file and include “CostProposal” in the zip file name. Wet-signed copies of all signature pages shall be retained by the Consultant and submittal of those wet-signed pages may be required by the City to enter negotiations. To obtain directions for upload site and method, contact Mark Clarkson directly no less than two working days in advance. It shall be the Consultant’s sole responsibility to ensure successful electronic delivery and verify receipt by City.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12 Can the City provide a link for the current GP/Citywide traffic model documentation and the current TIF nexus study?</td>
<td>The requested traffic model document files are no longer considered necessary for responses to this RFP, but information will be made available to the selected consultant.</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSALS
for
PROFESSIONAL ENGINEERING DESIGN AND TRAFFIC MODELLING SERVICES
for the
WALNUT AVENUE / SR99 INTERCHANGE PROJECT INITIATION
and
TRAFFIC ENGINEERING SUPPORT FOR THE CITY GENERAL PLAN UPDATE

ISSUE DATE: April 29, 2020

RESPONSES DUE: July 7, 2020 June 23, 2020 at 2:00 PM

City of Galt
495 Industrial Drive
Galt, CA 95632

INQUIRIES: Direct questions or clarifications on Request for Proposal documents to:

Mark A. Clarkson, P.E., Deputy Public Works Director
(209) 366-7260
mclarkson@ci.galt.ca.us
Request for Proposals
Engineering Consulting Services
Walnut Ave./SR99 Interchange Project Initiation and
Traffic Engineering Support for the City General Plan Update
City of Galt

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Attachment B – Sample Consultant Agreement
Request for Proposals

Engineering Consulting Services

Walnut Ave./SR99 Interchange Project Initiation and Traffic Engineering Support for the City General Plan Update

City of Galt

SECTION 1 — INTRODUCTION

The City of Galt (City) is soliciting this Request for Proposals (RFP) for engineering consulting services associated with development of Project Initiation Documents for the Walnut Avenue Interchange on State Route 99 in accordance with the Scope of Work Requirements included as Attachment A. The work also includes traffic modeling in support of the City’s General Plan Update.

The City uses a “Qualifications Based Selection” process in determining which Consultant to contract with. The process will include an evaluation and ranking of Consultants based on set evaluation criteria. Top ranking Consultants may be asked to participate in an oral interview and will be ranked again based on set evaluation criteria.

The City will open and review the fee proposal of the top ranked consultant only. If for any reason an acceptable contract cannot be negotiated with the top ranked consultant, negotiations will commence with the next-ranked firm.

SECTION 2 — BACKGROUND

The City of Galt has identified major improvements to the Walnut Avenue Interchange as part of its General Plan (GP). The existing Type L-6 interchange has hook ramps connecting the adjacent frontage roads to State Route 99 (SR99) with no overcrossing for Walnut Avenue leaving a critical gap in Galt’s traffic continuity as well as traffic safety concerns. The planned improvements would create a modern, full-service interchange and overcrossing.

Although the actual improvement of the interchange is expected to be ten or more years in the future, the City would like to develop the concept and budget for this interchange to a level sufficient to confirm the overall project cost, identify potential outside sources of funding with a nexus for obtaining those funds, and determine the right-of-way needed to support the project so that it can be reserved as the surrounding area develops.

This scope of work for this project involves the development of Project Study Report / Project Development Support (PSR/PDS) documentation in consultation with Caltrans and SACOG, including related design exceptions for the SR99 corridor and interchange. The PSR/PDS and the coordination process is intended to gain the necessary approvals and lay the foundation for
a Cooperative Agreement between the City, SACOG and Caltrans for the long-term planning, funding and development of the ultimate interchange improvement.

The broader, regional issues along the SR99 corridor through Galt are expected to affect the design and development of the Walnut/SR99 Interchange and ultimately factor into the resulting Cooperative Agreement and funding allocations. In the public interest of developing a coordinated approach to planning and funding improvements along SR99 through Galt, the scope of work under this RFP should include an overview assessment of the existing configuration as well as the current and anticipated future conditions affecting the operations of SR99 and its interface with Galt’s surface streets.

The City is also in the process of initiating an update to their General Plan (GP) and Circulation Element. These updates are envisioned to include minor changes to land uses and the circulation network as well as the incorporation of a complete-streets policy. Since this GP update will involve traffic modeling and affect the interchange development, the City will require the selected consultant to coordinate with the City’s currently contracted traffic modeling consultant working on the General Plan update to obtain traffic data and capacity requirements for the interchange. The City plans to have the consultant also perform the traffic modeling and serve as the technical consultant supporting the planning team that will be selected in the near future to prepare the GP update. This work on the General Plan Update will be an initial work task and it is expected that the General Plan update will have to be adopted before much of the work on the Walnut Interchange PIDs can be completed. While interrelated in their data needs, the General Plan Update support and PSR/PDS efforts will need to be pursued independently to manage the involvement of various agencies on each sector of work.

The City recognizes that General Plan and Circulation Element Updates will modify the projects and cost for the City’s Traffic Capital Improvement Program (TCIP) and Traffic Impact Fee (TIF). The City therefore desires to have the TCIP and TIF updated as part of this effort.

The professional services associated with this contract will be funded with local funds.

SECTION 3 — SUMMARY OF SERVICES TO BE PROVIDED

The consultant should identify, include and explain the services they propose to provide to allow the City to achieve its primary project goals of a completed PSR/PDS and approval of the design by FHWA, Caltrans, and SACOG. The scope should also address the services that will be provided to support a successful revision to the Circulation Element of the General Plan as well as the TCIP and TIF.

Key Scope Tasks

1. Perform traffic modeling and other transportation engineering services in support of the City’s General Plan Update.

2.1 SR99 at Walnut Avenue Interchange PSR/PDS development including:
a. Preferred interchange design,
b. Identification and justification for design exceptions,
c. Layout of interchange and right-of-way required for construction,
d. Identification of current and anticipated future conditions on SR99 through Galt’s SOI and improvements planned or required to mitigate them,
e. Estimated project cost,
f. Project funding plan including allocation of funding amongst participating agencies,
g. Completed final PSR/PDS.

3. Update the City’s Transportation Capital Improvement Program (TCIP) based on the new General Plan;

4. Update the City’s Transportation Impact Fee (TIF),

5.2. Meetings
6.3. Public Relations

The Consultant is directed to Attachment A for a more comprehensive description of requirements for the scope of services to be provided.

SECTION 4 — RFP SUBMITTAL REQUIREMENTS

The intent of the requirements is to assist consultants in their preparation and to simplify the review process for the City. One signed, unbound original, an electronic version (in PDF format), and three (3) bound copies of the proposal must be received and date-stamped by Public Works no later than 2:00 pm, Tuesday, July 7, 2020 June 23, 2020. Proposals shall be clearly marked “Request for Proposals for Engineering Consulting Services for Walnut/SR99 Interchange PID and Traffic Modelling” and submitted to:

City of Galt
Public Works
495 Industrial Drive Galt, CA 95632

Due to the current pandemic-related restrictions, electronic submittal of proposals in-lieu of hard copy will be accepted and is encouraged. Cost proposals shall be contained in a separate zip file and include “Cost_proposal” in the zip file name. Wet-signed copies of all signature pages shall be retained by the Consultant and submittal of those wet-signed pages may be required by the City to enter negotiations. To obtain directions for upload site and method, contact Mark Clarkson directly no less than two working days in advance. It shall be the Consultant’s sole responsibility to ensure successful electronic delivery and verify receipt by City.

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. The proposal shall be signed by someone authorized by the proposer to execute a contract between the City and proposer. Proposal must include, at a
maximum, the following sections; however, the proposer is encouraged to expand on the scope to fully address the project issues and deliver the completed improvements:

1) Methodology, Project Understanding, and Scope of Work – Descriptions which enable the City of Galt to assess the proposer’s experience and capability to perform the services as outlined in the Scope of Work in a structured and efficient fashion. Details with specific task descriptions to demonstrate that the proposer has considered all aspects of the project and that the proposer will cover them thoroughly. A list of the City’s responsibilities, if any, shall be included. Five pages maximum is allowed.

2) Potential Challenges – A description of the anticipated potential challenges that will be faced by the consultant and how your team is skilled and capable to address those challenges. Two pages maximum is allowed.

3) Personnel/Staffing Levels – Names of all team members, including specialized legal counsel and sub-consultants, their roles for this project, and length of time with the firm and in the industry shall be identified. An organization chart identifying the proposed team members shall also be included.

Resumes of the individual(s), specialized legal counsel, and sub-consultants assigned to project shall be provided as an attachment to the proposal. Two pages maximum per individual is allowed.

4) Representative Project Descriptions and Client References – Provide up to three examples of Project Initiation Documents for similar projects, up to three examples of City-wide traffic models developed or updated, and up to three examples of development and/or updates to Traffic Impact Fees within the last five years, including other agency’s contact name and telephone number. Five pages maximum is allowed. Phone numbers shall be current, or the proposer will not receive credit for the reference.

5) Comments Regarding Contract (if any) – Submit comments, if any, to any clause(s) in the agreement (Attachment E) that proposer objects to. Ensure that insurance requirements can be met.

6) Hourly Breakdown by Task – The proposal shall provide a table that identifies each subtask and the number of hours assigned to each team member for this task. This provides the City with information on the consultant’s understanding of the level of effort needed for the project. The consultant will not be held to the allocation of hours by subtask as the project moves forward, but will be held to the not to exceed amount identified in the cost estimate of consulting fee.

7) Schedule – The proposal shall provide a schedule for the entire project and identify each deliverable in the schedule. The Consultant shall assume two weeks for City review of all draft documents. All other reviews will be completed within three to five business days.
8) **Cost Estimates of Consulting Fee** — Each proposal shall include project specific fees. The costs are to be broken down by tasks and subtasks listed in the Scope of Work and shall indicate the proposed level of effort by staff, sub-consultants, and other overhead costs. A fee schedule outlining hourly rates of the staff levels shall also be included. Consultant estimates shall be placed in a separate sealed envelope on which is written:

**COST ESTIMATE**

**ENGINEERING CONSULTING SERVICES**

**WALNUT/SR99 INTERCHANGE PID AND TRAFFIC MODELLING**

Note: Late submittals or submittals delivered to the wrong location are non-responsive and will be rejected. **Electronic submittals shall have the cost proposal information, including hourly rate sheets and proposed fees, contained in a separate zip file containing the cost proposal in PDF format.**

**SECTION 5 — SELECTION OF CONSULTANT**

The City of Galt intends to select the most qualified consultant available for this assignment that demonstrates a thorough understanding of the City’s needs and the ability to deliver the project in a reasonable timeframe and for a reasonable fee. It is imperative the Consultant’s proposal fully addresses all aspects of the RFP. The proposal must clearly articulate the Consultant’s understanding of the project and the City of Galt’s specific requirements.

The City intends to rank the consultants based on the following factors (not necessarily listed in the order of importance):

- Project approach and understanding;
- Approach to potential challenges;
- Anticipated staffing levels;
- Qualifications and experience of proposed team members, including project manager and sub-consultants, on similar projects;
- Length of time team members have been with the firm;
- Project references for similar work/RWD applications; and
- Other similar project experience.

Follow-up discussion or contract negotiations with selected consultant may be utilized to finalize the scope of work. If a contract cannot be negotiated with the highest ranked consultant for this project, the negotiations shall be terminated in writing and negotiations shall be started with the next highest ranked consultant.

**SECTION 6 — SELECTION PROCESS DATES**

**June 23, 2020** / **July 7, 2020**: Proposals are due no later than 2:00 PM at the offices of the City of Galt, Public Works, 495 Industrial Drive, Galt, CA 95632.
**Late submittals will not be accepted.**

**June 30-July 9, 2020** **July 14-23, 2020:** Consultant Oral Interviews (if needed).

**August 4, 2020** **August 18, 2020:** Consultant selection approval by City Council.

Questions regarding this RFP must be made in writing and filed prior to **June 2, 2020** **June 26, 2020** at 5:00 PM. Questions should be directed to:

Mark A. Clarkson, P.E.
Deputy Public Works Director/City Engineer
495 Industrial Drive
Galt, CA 95632
mclarkson@ci.galt.ca.us

**SECTION 7 — GENERAL TERMS AND CONDITIONS**

A. **Limitation**

The RFP does not commit the City to award a contract, to pay any cost incurred in the preparation of the Consultant’s proposal, or to procure or contract for services or supplies. The City is not responsible for proposals that are delinquent, lost, mis-marked, and sent to an address other than that given above, or sent by mail or courier service. The City reserves the right to accept or reject any or all RFP responses received as a result of this request or to cancel all or part of this RFP.

B. **Public Records**

All proposals shall become the property of the City and will become public records and, as such, may be subject to public review.

C. **Contract Agreement**

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within twenty-one (21) calendar days of the Notice of Selection from the City.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in cancellation of the award. The City reserves the right to reject those parts that do not meet with the approval of the City, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.
ATTACHMENT A: SCOPE OF WORK REQUIREMENTS

The City recommends the following tasks to be included in the Scope of Work and should be considered minimum requirements. The consultant team is encouraged to expand on this scope, as it deems necessary, in order to provide a complete work product. In the Scope of Work, the Consultant shall also provide a list of responsibilities assumed to be provided by the City.

Generally the required services will include the following, with detailed scopes of services itemized in Section 3 of this RFP:

For Walnut Interchange PSR/PDS:

1) Project management and coordination with all interested parties including Caltrans, SACOG, and FHWA,
2) Preparation of alternatives and alternatives comparisons and preliminary cost estimates,
3) Geometric and Bridge Studies,
4) Traffic and Operations Studies,
5) Preliminary Environmental Analysis Report and Hazardous Materials Studies,
6) Drainage studies,
7) Right of Way studies,
8) Identification and Justification for all Design Exceptions required to gain approval of the Project,
9) Documentation of all studies in compliance with the California Department of Transportation (Caltrans) Project Development Procedures Manual, and
10) All other required documents which are necessary for the PSR/PDS.

For Traffic Modelling and support of General Plan Update:

1) Perform traffic modeling and other transportation engineering services in support of the City’s General Plan Update, including:
   a. Traffic data collection,
   b. Preliminary modeling using modified, existing model with assumed preliminary adjustments from City,
   c. Model calibration/validation,
   d. Model sensitivity analysis,
   e. Traffic forecast model runs,
   f. Alternatives analysis,
   g. Final modeling and network/intersection identification, and
   h. Provide detailed model results for Walnut Interchange PSR/PDS Development,
For Transportation Capital Improvement Plan (TCIP) Update and Traffic Impact Fee (TIF) Determination:

1. Compile list of Capital Improvement Projects required by traffic growth/changes,
2. Complete cost estimates for all identified projects,
3. Perform a nexus study to determine the proportionate share of each project attributable to new development,
4. Complete draft TIF Update,
5. Attend public meetings as required,
6. Respond to public comments on draft TIF,
7. Prepare final TIF Update, and
8. Update City TCIP including a phasing plan for major, long-term improvements.
ATTACHMENT B: SAMPLE CONSULTANT AGREEMENT
CITY OF GALT
AGREEMENT FOR CONSULTANT SERVICES

[Insert Project Name]

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made by and between the CITY OF GALT, a California municipal corporation, (herein “City”) and ________________ a California Corporation, having a principal place of business at ________________, (herein “Consultant”), on ________________, 20______.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant agrees to perform those services described in the Description of Scope of Services, attached hereto and incorporated herein by this reference as Exhibit A, subject to the direction of the City Contract Administrator, as provided from time to time.

2. CONTRACT ADMINISTRATOR.

Mark A. Clarkson P.E., at telephone number (209) 366-7260 will administer this Agreement on behalf of City (herein “Contract Administrator”). ________________, Project Manager at telephone number ________________, ext. _____ is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

3. EXHIBITS.

Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

Exhibit A. Description of Scope of Services to be performed by Consultant ("Services")

Exhibit B. A listing of hourly rates of Consultant’s personnel, and a contract budget for the Services.

Exhibit C. Insurance Requirements.

4. TIME OF PERFORMANCE.

Consultant shall commence performance after the approval and execution of this Agreement, and when directed to commence work by the Contract Administrator, and shall
thereafter diligently perform the Services through to completion unless otherwise directed by City or unless earlier terminated.

5. **COMPENSATION OF CONSULTANT.**

A. The Consultant will be paid for performance of the Services on a time and material basis in accordance with the rates and budget set forth in Exhibit B which will be charged against available budgets defined in individual Task Orders”.

B. Payment of undisputed amounts is due within forty-five (45) days of receipt of invoices. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit A and contain a detailed description of the services provided, the amount of time expended in providing such services, and the person providing such services, and other information as the Contractor Administrator may request.

C. The City shall not under any circumstances pay Consultant more than the sum of ________________ for the provision of Services under this Agreement without the prior authorization of the City and execution of a written amendment to this Agreement. Consultant agrees to provide all Services for the amount specified in this Section without compensation in excess of such amount. Consultant shall not provide additional Services until Consultant has received authorization from the City and an executed written amendment to this Agreement. Should the Consultant elect to proceed prior to receiving such authorization, the Consultant does so at Consultant’s own risk.

D. Payment to Consultant shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the Services.

E. City’s failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City’s right to request Consultant to correct such work or billings or seek any other legal remedy.

6. **INDEPENDENT CONTRACTOR.**

Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing herein contained shall be construed to make Consultant an agent or employee of the City while providing the Services. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement. All employees and agents hired or retained by the Consultant are employees and agents of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

7. **TERMINATION.**

A. The City may suspend this Agreement and Consultant's performance of the Services, wholly or in part, for such period as it deems necessary in City’s sole
discretion. Consultant will be paid for satisfactory services performed through the date of suspension. A suspension in excess of ninety (90) days shall be deemed a termination of the Agreement unless the parties mutually agree to a longer period of time.

B. If Consultant at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Consultant shall be in default.

C. If Consultant fails to cure the default within seven (7) days after written notice from City, City may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by Consultant in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate this Agreement.

D. In the event City elects to terminate, City shall have the right to immediate possession of all documents and work in progress prepared by Consultant, whether located at Consultant's place of business, or at the offices of a subconsultant, or any other location, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are complete. At that time, if the expenses incurred by City in obtaining Services exceed such unpaid balance, then Consultant shall promptly pay to City the amount by which such expense exceeds the unpaid balance of the Not-to-Exceed Amount.

E. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon five (5) days written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment for Services then satisfactorily completed and accepted by City. Consultant shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination and payment.

F. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.
8. **TIME.**

Time is of the essence in the performance of this Agreement. All Services performed by Consultant under this Agreement shall be completed in accordance with the time schedules set forth in Exhibit A or otherwise determined by the Contract Administrator. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions must be authorized in advance and in writing by the Contract Administrator.

9. **PROPERTY OF CITY.**

All materials prepared by the Consultant under this Agreement, whether in electronic or other form, shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, or upon completion of Services under this Agreement, the City shall be entitled to, and the Consultant shall deliver to the City in usable form, all data, source codes or formulas, drawings, specifications, reports, estimates, summaries, electronic files and documents and other such materials as may have been prepared or accumulated by the Consultant in performing this Agreement which is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information. All materials, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

10. **PERFORMANCE STANDARDS.**

A. Consultant shall comply, and shall cause its agents and contractors to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Consultant, to the extent required by the California Labor Code, shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California.

B. Consultant represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant’s profession. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

11. **ASSIGNMENT AND SUBCONTRACTING.**
Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Except as set forth in Exhibit A, no services covered by this Agreement shall be subcontracted without the prior written consent of the Contract Administrator. Consultant shall be fully responsible to the City for the negligent acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, in the same manner or to the same extent as it is for the negligent acts and omissions of persons directly employed by Consultant.

12. CONFLICT OF INTEREST.

A. Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

B. Consultant shall make all disclosures required by the City’s conflict of interest code in accordance with the category designated by the City, unless the Contract Administrator determines in writing that Consultant’s duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Agreement, City determines and notifies Consultant in writing that Consultant’s duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. RECORDS AND AUDITS.

A. Consultant shall establish and maintain records pertaining to this Agreement. Consultant's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.

B. Consultant shall permit City and its authorized representatives to inspect and examine Consultant's books, records, accounts, whether in electronic or other form, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Consultant pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, whether in electronic or other form, and data during the three (3) year period following the termination of this Agreement; and Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.
14. **INDEMNIFICATION.**

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City) indemnify and hold harmless the City and its officers, agents, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the negligence or willful misconduct of such Indemnitee. However, the duty to defend shall extend, without limitation, to all Liabilities. This section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California.

B. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the completion or termination of this Agreement as long as the event giving rise to the Liabilities occurred prior to the effective date of any such termination or completion.

C. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 14, which shall apply whether or not such insurance policies are applicable to a claim for damages.

D. Consultant and/or /Subcontractor's responsibility for defense and indemnity obligations as set forth above shall survive the termination or completion of this Agreement for the full period of time allowed by law.

15. **INSURANCE.**

Consultant shall provide insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein by reference.

16. **PERSONNEL.**

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant’s supervision, and all personnel engaged in the work shall be qualified to perform such services.
B. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's key personnel assigned to perform the Services.

C. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

D. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

E. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant’s performance of Services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and
shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

17. NOTICES.

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Galt
380 Civic Drive
Galt, CA 95632-2039
Phone: 209-366-7260
Attn:

Consultant:

Attn:

18. CITY NOT OBLIGATED TO THIRD PARTIES.

City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

19. NON-DISCRIMINATION.

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

20. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City
for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by City.

21. **SECTION HEADINGS.**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. **SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

23. **REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. **NO WAIVER OF DEFAULT.**

No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

25. **ENTIRE AGREEMENT AND AMENDMENT.**

A. This document represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations, and Agreements, either written or oral.

B. This document may be amended only by written instrument signed by both City and Consultant.

26. **SUCCESSORS AND ASSIGNS.**
All representations, covenants and warranties set forth in this Agreement, by or on behalf
of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to
the benefit of such party, its successors and assigns.

27. APPLICABLE LAW; VENUE.

This Agreement shall be governed by the laws of the State of California. Any litigation
regarding this Agreement or its contents shall be filed in the County of Sacramento, if in
state court, or in the federal court nearest to the City, if in federal court.

28. LITIGATION COSTS.

Each party shall be responsible for its own costs and attorney’s fees incurred in
connection with this Agreement. If any legal action or other proceeding, including
arbitration or action for declaratory relief, is brought to enforce this Agreement because
of an alleged breach or default in connection with this Agreement, the prevailing party
shall be entitled to the recovery of reasonable attorneys’ fees and other costs of such legal
action or other proceeding, in addition to any other relief to which such party may be
entitled.

29. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and
authority to enter into this Agreement in the names, titles, and capacities herein stated and
on behalf of any entities, persons, or firms represented or purported to be represented by
such entity (ies), person(s), or firm(s) and that all formal requirements necessary or
required by any state and/or federal law in order to enter into this Agreement have been
fully complied with. Furthermore, by entering into this Agreement, Consultant hereby
warrants that it shall not have breached the terms or conditions of any other contract or
Agreement to which Consultant is obligated, which breach would have a material effect
hereon.

<<SIGNATURE PAGE FOLLOWS>>
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

CONTRACTOR/CONSULTANT: (Insert Name)  
(Must be signed by two officers of the corporation, one of which is the Financial Officer)

Date: _________________________________  
Tax ID No.: ________________________________

_________________________________________  
(Signature)  
_________________________________________  
(Signature)

_________________________________________  
(Print Name)  
_________________________________________  
(Print Name)

_________________________________________  
(Title)  
_________________________________________  
(Title)

CITY OF GALT, a municipal corporation:

Date: _________________________________  
Tom Haglund, Interim City Manager

ATTEST:  
ORIGINAL APPROVED AS TO FORM:

Christina Hubert, Interim Clerk Administrator  
Kimberly Hood, Interim City Attorney

ORIGINAL APPROVED AS TO CONTENT:

Michael Selling, P.E., Public Works Director

FUNDING:

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EXHIBIT A
Description of Scope of Services to be performed by Consultant

[Insert or attach]
EXHIBIT B
Consultant Budget and Hourly Rate

[Insert or attach]
EXHIBIT C
INSURANCE REQUIREMENTS
TO
CONSULTANT SERVICES AGREEMENT

Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than TWO MILLION DOLLARS ($2,000,000) each occurrence and twice that amount in the aggregate.

2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than ONE MILLION DOLLARS ($1,000,000) each occurrence. If Consultant or its employees will use personal autos in any way related to the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability insurance, with minimum limits of ONE MILLION DOLLARS ($1,000,000) per occurrence.

4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than TWO MILLION ($2,000,000) per claim and in the aggregate.

5. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.
6. General conditions pertaining to provision of insurance coverage by Consultant.
Consultant and City agree to the following with respect to insurance provided by Consultant:

a. Consultant agrees to have its insurer endorse the third party general liability and auto coverage required herein to include as additional Insureds City, its officials, employees and agents.

b. No liability insurance coverage provided to comply with this Agreement, except the Business Auto Coverage policy, shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds.

c. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other Agreement relating to the City or its operations limits the application of such insurance coverage.

d. 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.

e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

f. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.

h. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

i. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply
first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City, and shall be at least as broad as CG 20 01 04 13. Consultant, any subcontractor, and/or its insurance company will not seek contribution from City’s insurance or self-insurance.

j. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the Subcontractor upon request. The Consultant shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to City.

k. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City prior to execution of this Agreement. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

l. City shall have the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

m. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

n. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant’s insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
o. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.

p. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

q. The limits of Insurance required in this Agreement 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 (if agreed to in a written contract or agreement) before City’s own Insurance or self-insurance shall be called upon to protect it as a named insured.