



Request for Qualifications (RFQ)

for

On-Call Construction Management Services

January 30, 2020

RESPONSES DUE:

4:00 p.m., Thursday, February 20, 2020

City of El Cerrito

Public Works Department

10890 San Pablo Avenue

El Cerrito, CA 94530

(510) 215-4382

Request for Qualifications (RFQ)

for

On-Call Service Construction Management Services

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SECTION 1: INTRODUCTION AND GENERAL INFORMATION

The City of El Cerrito (CITY) is seeking qualified professional firms (CONSULTANTS) to provide On-Call Construction Management Services for various projects associated with CITY's Capital Improvement Program (CIP). All CONSULTANTS interested in providing these services are invited to submit their Statement of Qualifications (SOQ). The City will enter into a master Consulting Services Agreement with three (3) or more consultants. The term of the agreement will be three (3) years with an option to extend an additional two (2) years in an amount not to exceed \$250,000 per fiscal year for each agreement.

This Request for Proposals (RFQ) describes the requirements, selection process and documentation necessary to submit a responsive Statement of Qualifications (SOQ).

SECTION 2: SCOPE OF SERVICES

Each selected CONSULTANT shall serve as the City's representatives and advocate serving in the best interest of the City, manage all construction activities, and serve as an extension of City staff. The CONSULTANT shall assist City staff by providing professional services and expertise to manage the project within the City context and in compliance with the applicable governing codes and regulations. The City expects that the consultant will operate with a great deal of independence and expertise that will not require a significant amount of direction by City staff other than for issues outside the scope of consultant's services and authority.

Services to be provided by the CONSULTANT include some, or all, of the following:

- Task 1 General Construction Management & Administration Services

CONSULTANT will report to, and operate under, the direction of City of El Cerrito staff. The consultant shall provide onsite technical personnel to perform the duties of a Resident Engineer and Inspector, to monitor construction activities for compliance with design plans and specifications, to provide construction contract administration, to provide a qualified construction observer/inspector during the course of construction, and/or provide recommendations for field design solutions. The consultant shall also receive all project related correspondence from the contractor, be responsible for scheduling surveying staking and the testing of materials in accordance with project specifications, conduct regular onsite construction meetings, and other meetings as required.

The consultant shall provide administration of the construction contract in accordance with the project documents, Caltrans Local Assistance Procedures Manual, City procedures and the California Public Contract code, as applicable. General construction management and administration services include the following:

- a. Setup project manual/information tracking systems
- b. Administer the Pre-construction Conference
- c. Set project start date and completion date
- d. Monitor project schedule and budget
- e. Coordinate with the contractor, City staff and other City operations
- f. Coordinate weekly construction meetings

- g. Record/publish/distribute meeting minutes
- h. Maintain and submit organized project files for record tracking and auditing
- i. Manage photographic record for the project
- j. Report project progress/issues requiring City resolution
- k. Assure that all applicable safety measures are in place
- l. Report cost and schedule impacts
- m. Review and ensure compliance with the City's Quality Assurance Plan
- n. Provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory
- o. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California
- p. Experience and capability in the review of test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation
- q. Project labor and Disadvantaged Business Enterprise (DBE) compliance and monitoring
- r. Manage Subconsultants
- s. Ensure compliance with the provisions in this Contract and all specific Task Order requirements
- t. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations
- u. Administer close-out process
- v. Assemble operating manuals and warranties
- w. Review certified payroll verification
- x. Verify project progress scheduling, prepare weekly statement of working days
- y. Provide invoices in a timely manner and provide monthly Contract expenditures
- z. Review construction invoices for accuracy and completion before billing to City
- aa. Assist in claims analysis and dispute resolution
- bb. Coordinate and consolidate final inspections and punch lists for completion
- cc. Prepare Notice of Completion

- Task 2 Public Outreach and Notification

The CONSULTANT shall provide services in conjunction with establishing and maintaining communication with businesses and residents during the construction phases. Such communication shall be for relating construction schedules and activities, temporary traffic control and parking impacts and updates, and problem resolution with an emphasis on traffic operations, public and pedestrian safety, accessibility and noise and dust control issues.

- Task 3 Project Documentation

The CONSULTANT shall provide project documentation including correspondence to and from the contractor, reviewing contractor's submittals, coordinating review with the appropriate other departments, coordinating all City review comments and returning the comments to the contractor. The CONSULTANT shall be responsible for maintaining the official project files in accordance with Caltrans Local Assistance requirements to be supplied to the City at the end of each project.

The CONSULTANT shall provide project documentation including daily construction activity reports, field clarifications, minutes of meetings, and requests for information (RFI). In addition, the

CONSULTANT shall also coordinate the contractors' progress payment requests, maintain logs of correspondence, clarifications on RFI's, change orders, submittals, and test results. The CONSULTANT shall be responsible for maintaining the official project files to be supplied to the City at the end of each project.

Projects may be funded with grants from state or other agencies that have special documentation requirements. The CONSULTANT shall become familiar with any grant funding requirements including deadlines, reports, and submittals such as reimbursement invoices, and shall be able to draft such documents on behalf of the City.

- Task 4 Progress Payments

The CONSULTANT shall keep track of project budget, schedule contract quantities and document field measured units in accordance with the requirement of the project specifications prior to review and recommendation for City approval of the contractor's cost break down, progress payment requests, and final payment request.

- Task 5 Construction Engineering

The CONSULTANT shall provide support in connection with justifications and cost estimates for change orders, tracking of RFI's, back-up support for contractor negotiations and resolution of field encountered conflicts and assistance in interface situations between contractors and ancillary parties.

SECTION 3: PROJECT DESCRIPTIONS

Anticipated projects include the full range of City of El Cerrito public works improvements, including paving rehabilitation, sidewalks, storm drainage, traffic signals, street lighting, landscaping, irrigation, parks, and buildings. City staff anticipates bidding the following projects for construction over the next year:

- Central Avenue and Carlson Boulevard Pavement Rehabilitation Project, City Project C3077 and Federal funded Project STPL 5239 (027)
- Swim Center Accessible Parking Modifications, City Project C3050
- Slurry Seal Project, City Project C3027-21C
- Hillside Natural Area Fire Road Repair Project, FEMA Project 4308-DR-CA
- Carlson Boulevard and San Diego Street Pedestrian Crossing Improvements
- Recreational Buildings, roof and miscellaneous repairs

The selected firm(s) will be expected to commence services as early as April 2020 for the Central Avenue and Carlson Boulevard Pavement Rehabilitation Project, City Project C3077 and Federal Funded Project STPL 5239 (027), which is currently out to bid. The project is located on Central Avenue from San Pablo Avenue to the Santa Clara Ave and Carlson Blvd from Central Avenue to the City's Northernly Boundary. These roads are arterials in the City. The general items of work to be done under this project consist of mobilization, traffic control and construction signage, cold planning, edge grinding, roadway excavation, AC patch paving, AC paving, crack sealing, AC Overlay,

traffic signal loop detectors, traffic signs, delineation, striping and pavement marker installation and such other items or details that are required by the Plans and Standard Specifications. In addition, this project is funded by OBAG 2 federal funding and will require the Construction Manager to prepare all the required construction documentation in accordance with Caltrans Local Assistance Procedures Manual. City staff anticipates the award of the construction contract in Mid-March 2020. The Notice Inviting Bids, plans and specifications are available for review at www.blueprintexpress.com/elcerrito .

This City's 10-year Capital Improvement Program is available for review in the City's Adopted Biennial Budget for Fiscal Years 2018-19 and 2019-20, Section 12 at <http://www.elcerrito.org/DocumentCenter/View/10940/FY2018-19-and-2019-20-Adopted-Budget-Book>.

SECTION 4: CONTRACTUAL ISSUES

A sample Consulting Services Agreement is provided in Appendix A for review of all firms submitting a Statement of Qualifications (SOQ). Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

When the City determines that services are needed for a specific project, the City will issue an informal request for proposals. In response, CONSULTANT(S) will prepare a brief proposal including detailed scope, schedule and cost, and negotiations will take place. Upon satisfactorily concluding the negotiations, a Task Order will be executed with the selected CONSULTANT detailing the scope, schedule, and cost for the project. The cost will be based on the specified rates of compensation in the Consultant Services Agreement.

It is anticipated that each Task Order will be for a not-to-exceed amount ranging between \$25,000 to \$100,000 depending on the staffing need and project scope. Typical construction costs range from \$200,000 to \$1,000,000. Duration of construction management services for any one contract may range from four weeks to twenty weeks, with most falling in the six to twelve-week range. In addition, many projects will not require full-time personnel. The CONSULTANT will be expected to propose an appropriate management approach and have staff located sufficiently close to the City to allow for quick response to issues that may arise.

Pursuant to an authorized Task Order, the Consultant shall provide Construction Management Services within the geographical location of this Contract, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The CONSULTANT is responsible for supplying and providing all necessary equipment and protective clothing in accordance with Caltrans Local Agency standards.

The potential projects vary in scope and size. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed will be described in each Task Order.

The consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the City.

SECTION 5: PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining. Grant-funded projects may have different payment requirements.

SECTION 6: SUBMITTAL REQUIREMENTS

This document, together with its Appendices and any Addendum, comprises the Request for Qualifications (RFQ). Responses to the RFQ should be submitted according to the instructions outlined herein. Proposal content and completeness are most important. Although no page limitation will be imposed, clarity and conciseness are essential. Proposers are encouraged to print double-sided to conserve paper. Each proposal should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform on-call services for the City of El Cerrito. Include contact information (physical address, telephone, fax and email address) for the primary person responsible for your SOQ who will be the point of contact for the City on all correspondence and communications pertaining to the SOQ. ***State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your SOQ.*** The letter must be signed by an officer of the firm who is authorized to bind the firm to the contract and shall contain a statement to this effect.
2. Firm Approach, Qualifications and Experience – Discuss the firm’s experience and history in performing on-call construction management services in an effective and timely manner, particularly for other governmental agencies and grant-funded projects in the past five (5) years. Describe the firm’s interests, qualifications, and pertinent areas of expertise. Also, discuss the firm’s uniqueness and approach to best perform on-call services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller projects, including a discussion of how you will respond to urgent situations that may occur when no personnel are at the site (No more than two pages).
3. Firm and Key Personnel Qualifications and Experience – List names of principals, office locations, and personnel by discipline. Submit resumes summarizing qualifications, experience, and areas of expertise of project manager, key staff and any support staff likely to be assigned to the work. Also provide each individual’s projected availability from April 2020 through June 30, 2021.

4. References – Provide three public agency references (names and current phone numbers) from recent work (previous five years) for project manager and key staff. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Fee Schedule – Provide a list of hourly billing rates for each proposed team member. Hourly billing rates shall include all direct and indirect labor expenses, transportation, cell phone, computer, and sub-consultant fee mark-ups.
6. Consulting Services Agreement - A statement that the Consulting Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.

Written questions pertaining to this RFQ shall be submitted no **later than 10:00 A.M. on Thursday, February 13, 2020** as noted below. Responses to questions timely submitted will be answered within three (3) business days by addendum emailed to all firms. The City will not be bound by any oral representations, clarifications, or changes made to this RFQ unless provided in written addenda form. Firms shall identify receipt of all addenda in their Transmittal Letter.

Each CONSULTANT must provide CITY with four (4) bound copies and one (1) electronic copy of the SOQ to the address listed below. Email submittals will **not** be accepted. CONSULTANTS are responsible for effecting delivery no later than **4:00 P.M. on Thursday, February 20, 2020**; late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. CITY accepts no responsibility for misdirected or lost SOQ submittals. Postmarks will not be accepted. SOQ submittals shall be submitted in a large envelope and labeled:

City of El Cerrito
Public Works Department
10890 San Pablo Avenue, El Cerrito, CA 94530
SOQ for On-Call Construction Management Services

Costs incurred by consultants in preparing and submitting their proposals for consideration by the City shall not be reimbursed.

Written questions regarding this RFQ must be submitted as follows:

Ana Bernardes, Engineering Manager
Fax: (510) 233-5401 or abernardes@ci.el-cerrito.ca.us
Telephone inquiries will not be accepted.

SECTION 7: SELECTION PROCESS

The selection committee will be made up of key City staff. Each SOQ will be reviewed to determine if it meets the submittal requirements contained within this RFQ. Failure to meet the requirements for the RFQ can be cause for rejection of the proposal. The City may reject any SOQ if it is conditional, incomplete or contains irregularities. The City may waive an immaterial deviation in a

SOQ, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract.

Evaluation Criteria

SOQs will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A SOQ with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of SOQ by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

Evaluation Criteria	Weight
1. Presentation, completeness, clarity, organization, and conformance to the RFQ content and format requirements.	10%
2. Understanding and approach - Describes familiarity and demonstrates understanding of providing on-call construction management services in an effective and timely manner, particularly for other governmental agencies and grant-funded projects; Proposes adequate and appropriate disciplines for consultant team; Some or all of team members have previously worked together; Team structure provides adequate capability to perform both volume and quality of needed work, including smaller projects and urgent situations.	25%

Evaluation Criteria	Weight
3. Qualifications and experience - Relevant experience, specific qualifications, and technical expertise of the consultant team, based on firm experience and specific experience of the project manager and proposed team, to provide quality construction management services. Demonstrated ability for problem solving, development of solutions, project management, schedule and cost control, and quality control/quality assurance, to successfully manage multiple projects of varying sizes. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role on the team.	30%
4. Depth of Staff and Resources - Availability and depth of staff and resources to deliver quality products on schedule, including work on short notice and under time constraints	20%
5. References - Provide reference required in the RFQ and references confirm experience and qualifications	15%

The selection committee will evaluate the SOQs. The City may select the top three (3) or more CONSULTANTS to provide on-call services based on this evaluation or it may develop a short-list of qualified consultants and follow up with an interview. Those firms on the shortlist will be notified, no later than February 26, 2020. This process will result in a final ranking of the most qualified CONSULTANTS.

After the final ranking, scope of services and billing rates will be negotiated and used as attachments to the City’s Consulting Services Agreement. If the City and the selected CONSULTANT cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified CONSULTANT on the evaluation rating list. This procedure may be repeated until three (3) or more firms have been approved by the City Council. This agreement will then be submitted to the City Council for approval.

SESSION 8: SELECTION PROCESS DATES

CITY currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and CITY reserves the right to modify this schedule as necessary, in its sole discretion.

- RFQ posted on City website (www.el-cerrito.org):** **Thursday, January 30, 2020**
- RFQ emailed to Consultant List:** **Thursday, January 30, 2020**
- Consultant Questions Due:** **No later than 10:00 A.M. on Thursday, February 13, 2020**
- SOQs due:** **No later than 4:00 P.M. on Thursday, February 20, 2020 (late submittals will not be accepted)**
- Short-list notification** **February 26, 2020**

Interviews, if needed:	Week of March 1, 2020
Contract negotiations with selected consultants:	Week of March 1, 2020
City Council Contract approval:	March 17, 2020
Contract execution	March 17 to 31, 2020
Notice to Proceed	April 6, 2020

APPENDIX A: SAMPLE CONSULTING SERVICES AGREEMENT

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF EL CERRITO AND
[NAME OF DESIGN PROFESSIONAL CONSULTANT]
[USE THIS AGREEMENT FOR CONSULTING AGREEMENTS WITH LICENSED ARCHITECTS,
LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND
DESIGN FIRMS CONTAINING THESE DESIGN PROFESSIONALS]**

THIS AGREEMENT for consulting services is made by and between the City Of El Cerrito (“City”) and _____ (“Consultant”) (together sometimes referred to as the “Parties”) as of _____, 20__ (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-

month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \$. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant

for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The

Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$_____ [**dollar amount to be determined based on nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required**] per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$_____ [**dollar amount to be determined based on nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required**] per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that

precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the

payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

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

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant’s Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and

any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and

other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County _____ or in the United States District Court for the _____ District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Payment Schedule
<u>Exhibit C</u>	Public Works Requirements

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF _____

CONSULTANT

[NAME, TITLE]

[NAME, TITLE]

Attest:

[NAME], City Clerk

Approved as to Form:

[NAME], City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such

penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in

performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.