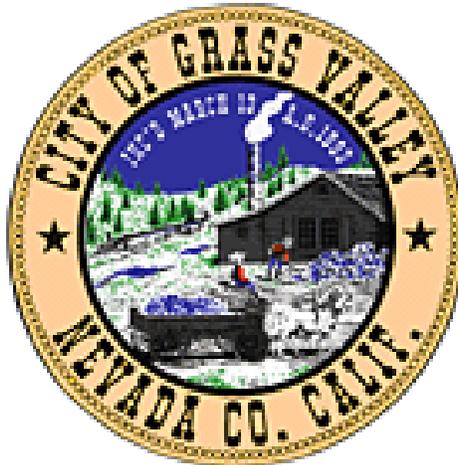


CITY OF GRASS VALLEY

Department of Public Works



REQUEST FOR QUALIFICATIONS

**PROFESSIONAL TRANSPORTATION ENGINEERING
SERVICES**

Release Date: October 21, 2016

**Submittal Deadline: November 17, 2016
not later than 3:00 PM (Pacific Standard Time)**

City of Grass Valley
PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES

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A. Sample PSA

INTRODUCTION

The City of Grass Valley is soliciting sealed proposals from qualified firms to provide professional transportation engineering services for the City of Grass Valley.

The purpose of this procurement is to create a list of Professional Transportation Engineering firms (California Registered Traffic Engineer or California Registered Civil Engineer, is required) that the City of Grass Valley can contract with to potentially: maintain and update the City's Traffic Model, prepare traffic studies and/or reports in accordance with City Design Standards, perform traffic counts, analyze potential mitigations, review roundabout designs, and/or review project specifications and plans relating to the construction of traffic improvements. The resulting list will be approved by the Grass Valley City Council and maintained by the Public Works Department for a period of 2 years, with an option to extend the pre-qualified list for an additional two years. The City may use the list of traffic engineering firms for professional services depending on available funding, type of development, staffing levels, and shifting priorities of capital projects.

This Request for Qualifications (RFQ) includes a description of the scope of work and proposal instructions. The City may enter into more than one professional services agreement (PSA) from this RFQ.

Direct all inquiries regarding this RFQ in writing to:

Trisha Tillotson, Senior Civil Engineer/ Deputy Director of Public Works
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945
Phone: (530) 274-4352
Email: trishat@cityofgrassvalley.com

Do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the City of Grass Valley.

This RFQ and all addenda for this RFQ will be distributed via the City of Grass Valley's website:

<http://www.cityofgrassvalley.com/departments/engineering/rfpsrfqs-and-current-bids>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFQ. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal. Draft plans and

technical specifications for this project as well as additional information related to this project are available on the website described above.

1.0 RFQ SCHEDULE

The following represents the tentative schedule for this RFQ. Any change in the scheduled dates for Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline for Final Questions	November 11, 2016
Proposals Due	November 17, 2016
Proposal Evaluation by Review Team	November 18 – November 28, 2016
Interviews of Short-Listed Firms	December 1, 2016 (tentative date)
Award Recommendation	December 13, 2016
Contract Execution/Work Commences	January 1, 2017

2.0 PROJECT BACKGROUND

The City of Grass Valley is located in the central/western portion of Nevada County, California, approximately 30 miles east of Marysville and about 20 miles north of Auburn (See Attached Map Exhibit 1). Grass Valley is a historic gold mining town which incorporated as a Charter City in 1893. As western Nevada County's economic hub, the City provides a full range of services including police, fire, water and wastewater treatment, and other typical public services to over 13,000 residents in a five square mile area.

The City of Grass Valley is soliciting Request for Qualifications (RFQ) from transportation consultants to assist the City with a variety of private development and public improvement projects including, but not limited to, roadway improvements, traffic signals and traffic impact analysis. On private development projects requiring a traffic study or report, the selected consultant would prepare the study at the request of the City with funding being provided by the applicant or developer.

3.0 PREVAILING WAGE REQUIREMENTS

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract.

4.0 SCOPE OF SERVICES

The Consultant shall be able to provide the following services on an on-call basis:

1. Traffic impact studies for environmental documents using the City's/County's Travel Demand Forecasting Model developed using Version 6.0 (Build 6030) of the TransCad Transportation Planning software.
2. Generating future traffic forecasts using the City's model
3. Bicycle planning and design
4. General Transportation and Planning including evaluations of the City 2020 General Plan Circulation Element complying with the City's Improvement Standards
5. Parking planning and policy
6. Traffic calming
7. Traffic operations including signing/stripping, safety analysis, construction coordination, and traffic control plans preparation and/or review
8. Traffic signal design, timing and/or review
9. Traffic calming design
10. Providing written or verbal testimony at public hearings, meetings and/or workshops on traffic/circulation issues at the request of City

The Consultant and all sub-Consultants shall comply with California Labor Code Sections 1774, 1775, 1776, and related codes including the submission of certified payroll.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-Consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-Consultant(s) shall not be made without the prior written approval of the City.

6.0 GENERAL TERMS & CONDITIONS

By submitting a proposal, Consultant represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable and has the requisite experience to perform quality work to achieve the City of Grass Valley's objectives. Consultant personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. Consultant personnel shall cooperate and consult with the City of Grass Valley and State officials during the course of the Project.

The City of Grass Valley shall not be liable for any pre-contractual expenses incurred by the Consultant in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by the Consultant in preparing its proposal; submitting the proposal; negotiating with the City of Grass Valley related to this RFQ; or any other expenses that may be incurred by the Consultant prior to the date of award of this Contract.

Consultant shall provide all necessary equipment including software, materials, supplies, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Compensation for these items shall be considered included in the Consultant's overhead. Only those items listed in the cost proposal shall be reimbursed by CITY.

- 6.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm(s) will be required to execute a professional services agreement, a sample of which is included as **Attachment A**.
- 6.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City of Grass Valley. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City of Grass Valley, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 6.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 6.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.
- 6.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 6.6 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.

- 6.7 **Protests and Appeals.** Any protest shall be submitted in writing to the Director of Public Works/City Engineer within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

- 7.1 **Cover Letter** with the following information:

- Title of this RFQ
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFQ, including any addenda (reference the addenda by date and/or number).
- Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFQ, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

- 7.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

7.3 **TAB A: Executive Summary** – Provide a brief narrative of your firm’s approach to the project, providing an overview to the details identified in the Scope of Work.

7.4 **TAB B: Capabilities of Firm** – Provide a maximum of four (4) single page summaries of the firm’s experience with similar projects. The summaries should include the date(s) and duration of the project, one reference and a brief description of the project. The description is to include, at a minimum, an outline of the complexities of the project and the firm’s approach to the completing the project. Related experience to local agency projects of similar size and magnitude should be included in this summary. Provide no more than one (1) reference per project including Consultant staff that worked on the project, contact name and phone number. Preference is given to project references that have directly worked with proposed staff.

7.5 **TAB C: Qualifications and Availability of Proposed Staff** – Identify specific staff members to be assigned to this contract.

Provide a brief summary of the qualifications, professional license numbers (if applicable) and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub Consultant staff on your project team. Resumes should not be more than one (1) page per team member in this section; full resumes may be included in a separate appendix.

Identify and include qualifications and experience of any subConsultant(s) to be used. Identify the services which would be completed by your firm’s staff and those services provided by subConsultant(s).

7.6 **TAB D: Project Understanding & Approach** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project.

Provide an outline, from the details in Section 5.0 - Scope of Services, of your firm’s plan to accomplish this project, and include any special services your firm offers to meet the City of Grass Valley’s need for a timely completion and overall success of this project.

- 7.7 **TAB F: Required Statements** – Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the team without approval by City of Grass Valley staff (**Section 5.0**)
 - Non-conflict of interest (**Section 6.4**)
 - Non-collusion (**Section 6.5**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 6.6**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- 7.8 **TAB G: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFQ, including the Standard Contract (**Attachment A**). This section shall be clearly marked “Proposed Exceptions” in your submittal, and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 7.9 **Cost Proposal** – In a separate sealed envelope, provide a schedule of hourly rates.

8.0 SUBMITTAL INSTRUCTIONS

- 8.1 Your submittal package shall include the following:
- **One (1) original and four (4) printed copies** of your proposal;
 - **One (1) electronic copy** of your proposal in PDF format on CD or flash drive; and
 - **Two (2) copies** of your Cost Proposal in a separate, sealed envelope or package.
- 8.2 Proposals must be submitted ONLY to:
- City of Grass Valley
Engineering Division
125 East Main Street
Grass Valley, CA 95945
- 8.3 Faxed and/or emailed proposals shall not be accepted.
- 8.4 The City of Grass Valley shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 8.5 Late submittals shall not be accepted or considered.
- 8.6 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFQ number and title on the outside of the parcel.

- 8.7 All submittals, whether selected or rejected, shall become the property of City of Grass Valley and will not be returned.
- 8.8 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 8.9 All costs associated with proposal preparation shall be borne by the offeror.
- 8.10 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

9.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Capabilities of Firm (per response to Section 7.4, Tab B)	30
B. Qualifications and Availability of Proposed Staff (per response to Section 7.5, Tab C)	35
C. Project Understanding and Approach (per response to Section 7.6, Tab D)	35
Total Possible Points:	100

10.0 SELECTION PROCEDURE

- 10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 10.2 The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 10.3 The City reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 10.4 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

- 10.5 Award of a contract will not be based on discrimination based on race, religion, color, age, sex or national origin in accordance with the requirements of Title 49 CFR 26.13(b).

PROFESSIONAL SERVICES AGREEMENT

(City of Grass Valley / **Company or Individual**)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and [enter consultant (company’s) name] a [insert consultant’s state of incorporation], [enter consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company] (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: surveying services.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s [enter consultant’s proposal date] proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s [insert date fee schedule submitted to City] fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3. “Commencement Date”: December 1, 2016
- 3.4. “Expiration Date”: December 1, 2018

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

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Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by City in writing and shall be incorporated in written amendments to this Agreement.

The Public Works Director/City Engineer may extend this agreement for two (2) additional one (1) year periods and shall be incorporated in written amendments to this Agreement.

5. CONSULTANT'S SERVICES

- 5.1. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Ten Thousand Dollars (\$10,000.00) per contract year unless specifically approved in advance and in writing by City.
- 5.2. Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.4. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [enter name of project administrator] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.6. Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become

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unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

- 5.7. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

6. COMPENSATION

- 6.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered by work activities as defined in the Scope of Services in conjunction with current cost during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.
- 6.4. Consultant shall not perform additional services unless prior written approval is given by the City. Consultant shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 6.5. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that services of such value have been rendered pursuant to this Agreement.

7. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees,

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and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation.

10. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

11. INDEMNIFICATION

11.1. The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this

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Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 11.2. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers for and against any and all claims, demands, losses, and liabilities of any kind or nature arising out of or in connection with the Consultant's performance or failure to perform under the terms of this contract, excepting those which arise out of the active and sole negligence or willful misconduct of the City.

Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable,

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including but not limited to officers, agents, employees or sub-contractors of Consultant.

Notwithstanding any provision of this [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

The provisions of this section do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

- 11.3. City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 11 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 11.4. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 11.5. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs

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and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 11.6. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement. Contemporaneous with the signing of this Agreement, the Consultant shall file with City a Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. Documentation of such rating acceptable to the City shall be provided at the same time Insurance Certificates are submitted.
- 12.2. Prior to execution of this Agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. At the City's discretion, the City may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. If the City requests, the Consultant will furnish one copy of each required policy to the City, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.
- 12.3. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from PSA monies due the Consultant.
- 12.4. 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. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.5. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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- 12.6. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.7. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 12.8. Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.
- 12.9. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (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.
- 12.10. General Liability Insurance
- 12.10.1. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01.
- 12.10.2. Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- 12.10.3. Minimum Limits:
- \$1,000,000 per Occurrence
 - \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location
 - \$ 2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- 12.10.4. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.

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- 12.10.5. The City of Grass Valley must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Consultant.
 - 12.10.6. The policy definition of “insured contract” must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (“f” definition of insured contract in ISO form CG 00 01, or equivalent).
 - 12.10.7. The insurance provided to City of Grass Valley as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City of Grass Valley.
 - 12.10.8. Thirty (30) days' prior written notice of cancellation or material change must be provided to City of Grass Valley.
 - 12.10.9. The policy must cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - 12.10.10. Required Evidence of Coverage: (1) Copy of the additional insured endorsement or policy language granting additional insured status; (2) Copy of the endorsement or policy language indicating that coverage applicable to City of Grass Valley is primary and non-contributory; and (3) Properly completed Certificate of Insurance.
- 12.11. Worker’s Compensation Insurance
- 12.11.1. By their signature hereunder, each person signing this Agreement on behalf of Consultant certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this Agreement.
 - 12.11.2. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
 - 12.11.3. Consultant shall carry Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California, including Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; and \$1,000,000 Disease per policy.

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- 12.11.4. The policy must include a written waiver of the insurer's right to subrogate against the City of Grass Valley.
- 12.11.5. Required Evidence of Coverage: Properly completed Certificate of Insurance.
- 12.11.6. If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 12.11.7. Consultant shall require all Subconsultants to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the City upon demand.

12.12. Endorsements

- 12.12.1. Each Commercial General Liability policy shall be endorsed with the following specific or similar language:

“Insured: The City of Grass Valley, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations and activities performed by or on behalf of the named insured.”

“Contribution Not Required: As respects (a) work performed by the Named Insured for or on behalf of the City of Grass Valley; or (b) products sold by the Named Insured to the entity; or (c) premises leased by the Named Insured from the City of Grass Valley, the insurance afforded by this policy shall be primary insurance as respects the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.”

“Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.”

- 12.12.2. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in

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coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense

12.13. Automobile Liability Insurance

- 12.13.1. Consultant shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence.
- 12.13.2. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.13.3. The endorsements listed above for each General Liability Policy shall also apply to the Automobile Liability Policy.

12.14. Professional Liability Insurance or Errors & Omissions Coverage

- 12.14.1. Consultant shall maintain Professional Liability Insurance or Errors & Omissions Coverage in an amount no less than ONE MILLION DOLLARS (\$1,000,000).
- 12.14.2. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- 12.14.3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- 12.14.4. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after the completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.14.5. Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Grass Valley.
- 12.14.6. Required Evidence of Coverage: Properly completed Certificate of Insurance.

12.15. Additional Requirements

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- 12.15.1. Premium Payments: The insurance companies shall have no recourse against the City and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
 - 12.15.2. Policy Deductibles: The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to City's approval.
 - 12.15.3. Consultant's Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - 12.15.4. Material Breach: Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.
- 12.16. Documentation
- 12.16.1. At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager copies of all documents listed as "required evidence of coverage" in this Agreement, including a certificate or certificates of insurance showing that the required policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
 - 12.16.2. The Certificate of Insurance must include the following reference: [insert project name]
 - 12.16.3. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notice of Cancellation is: City of Grass Valley, Attn: [insert department or individual], 125 E Main Street, Grass Valley, CA 95945.
 - 12.16.4. Current Evidence of Coverage must be provided for the entire required period of insurance.
 - 12.16.5. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days. Failure to exercise the right to request such certified copies shall not constitute a waiver of the right to exercise this right later.
- 12.17. Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

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12.17.1. All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

12.17.2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

13. MUTUAL COOPERATION

13.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

13.2. If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant’s performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Timothy M. Kiser
City of Grass Valley
Public Works Department
125 East Main Street
Grass Valley, CA 95945

If to Consultant

Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Telephone: () _____ - _____
Facsimile: () _____ - _____

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Telephone: (530) 274-4351
Facsimile: (530) 274-4399

With courtesy copy to:

Michael G. Colantuono, City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 11, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 18.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.
- 18.3. In the event of breach of any condition or provision hereof, the City shall have the right, by prior written notice to the Consultant, to terminate this Agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the City. The City shall have the benefit of such work as may have been completed up to the time of such termination, and with respect to any part which shall have been delivered to and accepted by the City there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 5 hereof.

19. GENERAL PROVISIONS

- 19.1. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or

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secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 19.2. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3. Consultant shall not use the services of any Subconsultant other than those included in the proposal without the written approval of the City prior to Subconsultant commencing any work on this project. The Subconsultant shall comply with all applicable provisions of this agreement, including, but not limited to, providing records, time of completion, insurance, payment schedule, etc.
- 19.4. This Agreement shall be binding on the successors and assigns of the parties.
- 19.5. Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.6. Time is of the essence for each and every provision of this Agreement.
- 19.7. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.8. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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- 19.9. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 19.10. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.11. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.12. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.13. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.14. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

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- 19.15. Consultant warrants and covenants that no official or employee of the City, nor any business entity which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of this agreement, nor that any such person will be employed in the performance of this agreement without immediate divulgence of such fact to the City.
- 19.16. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Therefore, the usual construction against the drafting party shall not apply to this Agreement.
- 19.17. 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 City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this 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 City, for a period of three (3) years after final payment under the Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Grass Valley

“Consultant”
[Name of Company or Individual]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Kristi K. Bashor, City Clerk

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Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

EXHIBIT A – SCOPE OF SERVICES

CITY OF GRASS VALLEY ENGINEERING DEPARTMENT

I. Project Description

CONSULTANT hereby agrees to provide professional transportation engineering services as an independent contractor and related support services to assist the City of Grass Valley on an on-call basis.

II. Consultant Staffing

In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary design engineering responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the City Engineer for the replacement staff. Specifically, [REDACTED] has been identified by the CONSULTANT as the Project Manager.

III. Items of Work

The Scope of Services shall include the following on an on-call basis:

1. Traffic impact studies for environmental documents using the City's/County's Travel Demand Forecasting Model developed using Version 6.0 (Build 6030) of the TransCad Transportation Planning software.
2. Generating future traffic forecasts using the City's model
3. Bicycle planning and design
4. General Transportation and Planning including evaluations of the City 2020 General Plan Circulation Element complying with the City's Improvement Standards
5. Parking planning and policy
6. Traffic calming
7. Traffic operations including signing/striping, safety analysis, construction coordination, and traffic control plans preparation and/or review
8. Traffic signal design, timing and/or review
9. Traffic calming design
10. Providing written or verbal testimony at public hearings, meetings and/or workshops on traffic/circulation issues at the request of City

Consultant shall not invoice the City for more than the budgeted amount of \$50,000.00, without prior approval from CITY. The CITY shall review and pay approved charges within 30 days of receipt of the invoice. The City shall provide payments to CONSULTANT upon submission and acceptance of an invoice filed by CONSULTANT.

Reimbursable expenses identified in the "Scope of Services" and deliverables have been accounted for in the budgets for individual tasks.

IV. Payment Schedule

Payments shall be made to CONSULTANT based on actual costs and as set forth below. Hourly rates shall include all travel costs and shall start from the Engineering Department at the City of Grass Valley, unless otherwise directed by the City of Grass Valley Public Works Director/City Engineer or his assignee. Payment at the hourly rate shall include all vehicles, communication, and other tools and incidental costs and no other payment shall be allowed. CONSULTANT shall bill the City not more often than monthly for the work performed that month pursuant to the Agreement. Payment shall be in accordance with the rates shown in Exhibit "B" Consultant Staff & Standard

Charge Rates/Cost Proposal which may be updated yearly with the approval of the Public Works Director/City Engineer. Billing submitted by the CONSULTANT shall be itemized by work activities.

Payment requests shall be subject to review and approval by the City. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of work.

Total payment shall not exceed \$50,000.00 without modification to the Agreement signed by both parties. The City Engineer, acting on behalf of the City, has discretion to approve up to \$1,000.00 in contingencies for the associated task 1. CONSULTANT shall not undertake such work without prior written approval of the City.

Upon CONSULTANT's request, the City will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to the City, securities eligible for the investment of State or City funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a. CONSULTANT shall bear the expense of the City and the escrow agent in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.
- c. CONSULTANT shall enter into an escrow agreement satisfactory to the City, which agreement shall include provisions governing among other things:
 1. the amount of securities to be deposited,
 2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement,
 4. decrease in the value of the securities on deposit,
 5. the termination of the escrow upon completion of the agreement.