



City of  
**Los Banos**  
*At the Crossroads of California*

**REQUEST FOR QUALIFICATIONS**  
**for**  
**ON-CALL TRANSPORTATION PLANNING SERVICES**

Proposals must be received  
no later than 4:00 p.m.  
February 14, 2019

**Questions with regard to submissions, process, or proposals  
can be emailed to:**

Greg Pimentel  
Assistant Public Works Director  
[greg.pimentel@losbanos.org](mailto:greg.pimentel@losbanos.org)

**City of Los Banos  
Public Works Department  
411 Madison Avenue  
Los Banos, CA 93635  
209-827-7056  
[www.losbanos.org](http://www.losbanos.org)**

**NOTICE**  
**LOS BANOS PUBLIC WORKS DEPARTMENT**

Request for Qualifications  
for  
On-Call Transportation Planning Services

NOTICE IS HEREBY GIVEN that the Los Banos Public Works Department is seeking proposals from qualified consultants for the engineering development and planning of regional and local transportation related projects.

Each proposal must be received no later than 4:00 p.m., Thursday, February 14, 2019 at the Office of City Clerk, 520 J Street, Los Banos, CA 93635. No late submittals will be accepted.

The City may conduct interviews of the top ranking firms in order to make a final selection.

The successful firm will be recommended to the City Council for authorization to enter into a Professional Services Agreement for On-Call Transportation Planning Services with the City of Los Banos.

Any questions with regard to submissions, process, or proposals can be emailed to Greg Pimentel, Assistant Public Works Director at [greg.pimentel@losbanos.org](mailto:greg.pimentel@losbanos.org).

The Request for Qualifications can be viewed and/or obtained from the City of Los Banos website at [www.losbanos.org](http://www.losbanos.org).

Acceptance of any proposal submitted pursuant to this Request for Qualifications shall not constitute any implied intent to enter into an agreement for consulting services. The Public Works Department reserves the right to reject any and all proposals prior to execution of the agreement.

# REQUEST FOR QUALIFICATIONS

## **Introduction**

The City of Los Banos (herein referred to as “CITY”) is currently seeking a qualified transportation planning consultant firm (herein referred to as “CONSULTANT”) with experience in the development and planning of local/regional transportation projects. The CONSULTANT shall provide transportation planning services on an “on-call” basis for project services to be determined during the term of the Professional Services Agreement for On-Call Transportation Planning Services (herein referred to as “AGREEMENT”). This AGREEMENT shall become effective upon execution and shall continue in full force and effect for five (5) years beginning on the date that both parties have executed the signature page and is subject to CITY’s discretion. Upon execution of AGREEMENT, CITY may solicit Service Request proposals from CONSULTANT based upon the scope of services, work schedule, and fee schedule submitted with this Request for Qualifications (herein referred to as “RFQ”). Individual projects will be awarded by Service Requests, concurrent with the term of the AGREEMENT.

## **Work Scope**

Services to be performed by CONSULTANT may include the following on an on-call basis upon reasonable notice to CONSULTANT:

1. Provide consulting and professional services upon request of the CITY including project concept, specific planning, development, environmental concerns, design, and surveying.
2. Create development guidelines that can serve as a planning tool for the CITY as an identified project continues to develop.
3. Evaluate and integrate improvements that augment the existing facilities, improve the visual appeal, increase the function of a project, and integrate storm water quality improvements.
4. Integrate improvements that enhance safety, traffic flow, connectivity of all modes of transportation, and alternative improvements that reduce greenhouse gas emissions.
5. Provide potential funding sources and funding strategies for implementation of the improvements identified in the plans. Outline estimated construction and maintenance costs of a project.
6. Coordinate planning and project development with cooperating County, State and Federal agencies having jurisdiction or influence on CITY projects.
7. Prepare and facilitate community outreach meetings. Assist the CITY’s Engineering Division with presentations and/or recommendations to CITY staff administration, or City Council.
8. Development of conceptual drawings, site layouts, sketches depicting proposed transportation projects, and presentation of final planning report and documents.
9. Provide preliminary consultation, research, and evaluation of multiple modes of transportation which maximize the transportation project.
10. Perform third party review consultation related to documents prepared by the CITY’s Engineering Division or other consultants retained by the CITY.
11. Provide other engineering, planning, and design services as requested.

## **Assumptions**

With City Council approval, a successful CONSULTANT shall be awarded a five (5) year AGREEMENT. At the discretion of the CITY, deliverables shall be provided to the CITY in the form of hard copies as well as electronic copies for all specifications, reports, and documents.

The Public Works Director/City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The CONSULTANT shall have or obtain a CITY business license prior to performing any of the work listed in the AGREEMENT.

The CITY will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The CONSULTANT shall be chosen on the basis of the firm's demonstrated competence, abilities, overall professional qualifications, financial responsibility, staff commitment, and time to perform.

## **Submittal Format**

The CONSULTANT shall submit four (4) bound copies and one reproducible copy of the proposal. The proposal shall be typed and must contain no more than 10 typed pages. A 12-point font size is required for typed portion of the letters and proposal sections, except smaller fonts are allowed for tables, charts, and exhibits. Resumes of key personnel and sample plans are not counted toward the 10-page limitation if inserted at the end of the proposal. The following information shall be included:

- Cover Letter – This letter should briefly describe the individual or firm's name, address and phone number of the person authorized to negotiate AGREEMENT terms and make binding agreements.
- Background – Provide history of the individual or firm's engineering experience which specifically addresses the individual or firm's experience at producing planning reports for Public Works related projects.
- References – The proposal shall include a list of recently completed projects that are similar in scope and function to this RFQ. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.
- CONSULTANTs shall submit an acknowledgement that, if selected, they will enter into the attached AGREEMENT and future Service Requests without prejudice.
- Sample Plans – A maximum of three final planning reports shall be included as representative samples of the CONSULTANT's past work.
- Management and Staff – The proposal shall include an organizational chart and describe the organizational structure that is proposed to handle CITY requests including support staff. Include resumes of all key personnel describing their qualifications, education, and professional licensing.
- Response Time – The proposal shall include a description of the individual or firm's resources that allow for a timely delivery of services.
- Schedule of Fees – Submit the Schedule of Fees in a separately sealed envelope included in the proposal submittal package. Provide the hourly rates of individual or firm's staff. This information will not be used as a determining factor as to which firm the CITY will enter into an AGREEMENT with.

## **Proposal Submission**

Complete proposals must be submitted in sealed envelopes and received by the CITY no later than 4:00 p.m. on February 14, 2019. Late, faxed or emailed proposals will not be accepted. All proposals and documents submitted become the property of the CITY. Information considered proprietary shall be identified as such in the proposal.

Proposal shall be submitted by mail or in person to the following address:

**City of Los Banos  
Attn: Lucille L. Mallonee, City Clerk  
520 J Street  
Los Banos, CA 93635**

**Re: On-Call Transportation Planning Services**

## **Selection Schedule**

The CITY intends to follow, but will not be bound by, the following selection timeline:

Advertisement of RFQ	January 18, 2019
Deadline for Questions Submitted by Email	February 6, 2019
Response to Written Email Questions	February 8, 2019
Deadline for Proposal Submittal	February 14, 2019, 4:00 p.m.
Interviews, if necessary	March 11-15, 2019
City Council Approval	April 17, 2019

## **Questions about the RFQ**

All inquiries and questions regarding this RFQ shall be emailed to Greg Pimentel, Assistant Public Works Director at [greg.pimentel@losbanos.org](mailto:greg.pimentel@losbanos.org).

## **Insurance Requirements**

Before the CITY executes a contract for services, the CONSULTANT shall provide a certificate of insurance evidencing the following:

- General liability insurance of \$1,000,000 and automobile insurance coverage of \$1,000,000 indicating the CITY as an additional insured.
- Professional Liability (errors and omissions) insurance providing a minimum coverage of \$1,000,000 and not less than two million dollars (\$2,000,000) in the annual aggregate.
- Workers' Compensation Coverage and Employer's Liability Insurance.
- Each liability insurance certificate shall state that coverage afforded therein is primary and shall bear endorsements that provide the CITY be given at least 30 days written notice before any material change or cancellation of such policy, for any reason.

## **Proposal Selection**

Proposals will be reviewed by CITY staff and evaluated to determine which proposals best meet the criteria of the RFQ. Evaluation of the proposals by CITY staff is expected to be completed within 21 days of receiving the proposals. The final selection will be based on completeness, experience with agencies, technical merit, and time to perform.

The CITY reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposal submitted.
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
  - a. Experience of the CONSULTANT and staff selected to provide the specified services (10 pts)
  - b. Record of the CONSULTANT in accomplishing work within a required time, and within an established budget (10 pts)
  - c. Record of the CONSULTANT responsiveness to client requests (8 pts)
  - d. Ability to work with CITY staff (8 pts)
  - e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (4 pts)
  - f. Extent of CONSULTANT organization (5 pts)
  - g. Present permanent staff availability (5 pts)

## **Selection Interviews**

The CITY reserves the right to hold selection interviews with any CONSULTANT submitting a proposal under this RFQ. These interviews will be held solely at the discretion of the CITY and after the proposal scoring process. The intent of the CITY is to hold interviews only with top-scoring CONSULTANTS based on the proposal selection process. The interviews would be attended by representatives of the CITY and the CONSULTANT person in responsible charge for project management of service requests under this AGREEMENT. The selection interview will be used to gain further insight into the CONSULTANT capabilities for the purpose of making a selection recommendation.

## **Anticipated Schedule of Award**

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled City Council meeting on Wednesday, April 17, 2019.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LOS BANOS  
AND  
[CONSULTANT NAME]  
(On Call Transportation Planning Services)**

THIS AGREEMENT is made and entered into this day of \_\_\_\_\_ 2019, by and between the City of Los Banos, California, a municipal corporation, (“City,”) and [CONSULTANT NAME], a [ partnership, corporation, etc.] (“Consultant”).

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. City desires to engage Consultant as an independent contractor to provide professional transportation planning services for specific tasks/projects on short notice as needed to support the City’s Public Works Department/City Engineer.
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.
- D. City desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **Term.** The term of this Agreement shall commence upon the above written date and shall remain in effect for five (5) years, unless terminated earlier as set forth herein.

2. **Scope of Services.** Services to be performed by Consultant may include the following on an on-call basis upon reasonable notice to Consultant:

- 1. Provide consulting and professional services upon request of the CITY including project concept, development, environmental concerns, design, and surveying.
- 2. Create development guidelines that can serve as a planning tool for the CITY as an identified project continues to develop.
- 3. Evaluate and integrate improvements that augment the existing facilities, improve the visual appeal, increase the function of a project, and integrate storm water quality improvements.

4. Integrate improvements that enhance safety, traffic flow, connectivity of all modes of transportation, and alternative improvements that reduce greenhouse gas emissions.
5. Provide potential funding sources and funding strategies for implementation of the improvements identified in the plans. Outline estimated construction and maintenance costs of a project.
6. Coordinate planning and project development with cooperating County, State and Federal agencies having jurisdiction or influence on CITY projects.
7. Prepare and facilitate community outreach meetings. Assist the CITY's Engineering Division with presentations and/or recommendations to CITY staff administration, or City Council.
8. Development of conceptual drawings, site layouts, sketches depicting proposed transportation projects, and presentation of final planning report and documents.
9. Provide preliminary consultation, research, and evaluation of multiple modes of transportation which maximize the transportation project.
10. Perform third party review consultation related to documents prepared by the CITY's Engineering Division or other consultants retained by the CITY.
11. Provide other engineering and design services as requested.

1.1 Consultant shall provide such services on an as needed basis when given written instruction to do so by the Public Works Director, or his designee. Consultant shall diligently perform all the services described in the Scope of Work.

1.2 All professional services shall be performed by Consultant or under Consultant's supervision. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in accordance with sound professional practices.

1.3 Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

a. **Time of Performance.** Upon receipt of written execution of Service Request from the City, Consultant shall perform with due diligence the services requested by the City and agreed on by the Consultant. Time is of the essence in the performance of services under this Agreement and the services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by City. Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the services to be provided for a Service Request, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

3.1 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances by telephone, electronic

mail, fax, hand-delivery, or mail.

b. **Compensation.** City shall pay Consultant for the services on a time and expense not-to-exceed basis for a Service Request pursuant to the written proposal for such Scope of Work accepted in writing by the Public Works Director, or his designee and in accordance with the not-to-exceed amount set forth in each Service Request assigned. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, shall not exceed \$300,000.00 per year during the term of this Agreement. Consultant shall be paid for services in accordance with Consultant's Schedule of Fees (hourly rates) attached hereto as Exhibit A. The hourly rates in Exhibit A shall remain in effect during the term of this Agreement.

4.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant's bills shall include the name of the person who performed the work, a brief description of the services performed and/or the specific task in the Scope of Work to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and in accordance with Schedule of Fees set forth in the Proposal attached hereto as Exhibit A and incorporated herein by reference.

4.3 Consultant shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be billed in accordance with the Schedule of Fees as set forth in Exhibit A and on the terms set forth in this Article 4.

5. **Administration.** The Public Works Director shall administer this Agreement on behalf of the City. The Public Works Director or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement.

6. [THIS SECTION INTENTIONALLY OMITTED]

7. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, reasonable attorney's fees, disbursements and court costs) of every kind

and nature that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them in performance, or non performance, of services under this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

8. **Insurance.** Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. **Signature.** A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his or her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (10 calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance 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.

iii. Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of one million dollars (\$1,000,000) per claim and not less than two million dollars (\$2,000,000) in the annual aggregate.

E. Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

8.1 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8.2 All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

9. **Nondiscrimination.** In the performing of this Agreement, Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.

10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

10.1 The Consultant shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section 10.

11. **Ownership of Documents.** All documents, information and materials of any and every type furnished or prepared by the Consultant or any of its subcontractors pursuant to and in the course of performance of this Agreement shall be and remain the sole and exclusive property of the City. Such documents, information and materials shall include but not be limited to all findings, reports, plans, specifications, studies, drawings, estimates, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process. City shall have the sole right to use such documents, materials and information in its discretion without further

compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such documents, materials and information to City upon prior written request.

11.1 All Documents shall be considered works made for hire and all Documents and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents.

12. **Confidentiality.** All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law. All documents, including drafts, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law.

13. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

14. **Conflict of Interest.** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

Consultant represents that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

15. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City.

15.1 Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Consultant shall be fully responsible to City for all acts and omissions of the subconsultant. Nothing in this Agreement shall create any contractual relationship between City and subconsultant nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subconsultant other than as otherwise required by law.

16. **Compliance with Laws, Rules, Regulations.** Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

16.1 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 "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

17. **Integration; Amendment.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

19. **Waiver/Validity.** Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

20. **Jurisdiction.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Merced.

21. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To City:

Mark Fachin  
Public Works Director/City Engineer  
411 Madison Avenue  
Los Banos, California 93635

To Consultant:

[NAME]  
[TITLE]  
[ADDRESS]  
[ADDRESS]

22. **Termination.** City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving written notice of such termination to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. In the event of such termination, Consultant shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

[SIGNATURE PAGE BEGINS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

[CONSULTANT NAME]

**Date:**

\_\_\_\_\_  
**by: [CONSULTANT CONTACT]  
[TITLE]**

**CITY OF LOS BANOS, a California  
municipal corporation**

**Date:**

\_\_\_\_\_  
**by: Alex Terrazas  
City Manager**

**ATTEST:  
CITY CLERK**

\_\_\_\_\_  
**Lucille L. Mallonee  
City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**William A. Vaughn  
City Attorney**

# SERVICE REQUEST

NO. \_\_\_\_\_ - \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

PROJECT: \_\_\_\_\_

THIS SERVICE REQUEST dated \_\_\_\_\_, is an addendum to the Professional Services Agreement for On-Call Transportation Planning Services ("AGREEMENT") dated \_\_\_\_\_ between the City of Los Banos ("CITY") and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, upon execution, this Service Request shall be considered a part of the AGREEMENT; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific planning services and authorizes CONSULTANT to proceed.

NOW, THEREFORE, the parties mutually agree as follows:

[Insert Scope of Work]

CITY agrees to compensate CONSULTANT for the required services in accordance with the terms of payment stipulated in the AGREEMENT and this Service Request. An itemized list of tasks and a detailed cost for the completion of the required services is attached hereto as Exhibit A to this Service Request No. \_\_\_\_\_. The cost for completion of the items of services shall not exceed \_\_\_\_\_ and no/100ths Dollars (\$\_\_\_\_\_).

All services associated with this Service Request shall conform to the requirements of the AGREEMENT and this Service Request. The Service Request shall be completed to the satisfaction of CITY within \_\_\_\_\_ days of execution of Service Request.

Except as herein modified, all terms and conditions in the AGREEMENT remain unchanged and are in full force and effect.

CITY OF LOS BANOS, a municipal corporation

CONSULTANT

By: \_\_\_\_\_  
Mark Fachin, P.E.  
Public Works Director/City Engineer

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_