# REQUEST FOR PROPOSALS

FOR PLANNING SERVICES
FOR THE YEARS 2019-2023

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1. Introduction

The Town of Loomis, California (herein referred to as “TOWN”) is requesting professional on-call planning service proposals from a qualified firm or team of consultants to augment professional town planning services for the Community Development Department, Planning Division. The Town requests written responses to a Request for Proposal (RFP) for selection of on-call or as-needed planning services associated with one or more proposed projects, including but not limited to, general planning-related development and land use project review, site visits, technical plan check for planning documents and plans, map review, conformance with Federal, State and local regulations, particularly the California Environmental Quality Act (CEQA) and general compliance with Town Standards, Ordinances, and Regulations.

To control costs and provide a high level of professional services to all Town departments and the community, the Town believes the interests of the community can be best served by using a private firm for additional Town Planning services. The Town is expecting new development projects and additions to existing businesses over the next few years. In addition, the Town will be beginning the process of updating the General Plan, which will also require environmental review and specialty consultants. It is expected that such a firm would be able to contract available resources in response to work flow demands as they arise.

The Town’s Planning Consultant (“Consultant”) will work under the direction of the Town’s Planning Director. The Consultant will provide the range of expertise necessary to carry out the normal functions of a professional planner. All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements for professional Planning levels of Assistant to Senior Planner.

2. Background

The Town of Loomis is located in southern Placer County, approximately ten miles west of Auburn, and adjacent to City of Rocklin to the west. Loomis has a population of about 6,800 residents and an area of 7.0 square miles. Most of the town is comprised of large rural residential lots. The old historic town center with its robust historic central business district and quaint residential neighborhoods, provides its small town identity.

The Town of Loomis is a general law Town with a Council-Town Manager form of government. Legal services for the Town are provided by an independent contractor. Police services are provided under a contract with the Placer County Sheriff’s Department, and Fire Services are provided by the South Placer Fire District (SPFD). Water and sewer services are provided by the Placer County Water Agency (PCWA) and the South Placer Municipal Utility District (SPMUD) respectively.
3. **SCOPE OF SERVICES**

In general, the successful individual or firm will be expected to provide on-call planning services for all type of projects requesting entitlements, including but not limited to new residential, commercial, and industrial projects.

The on-call planning services that a successful applicant would provide include, but are not limited to the ability to perform the following:

A. Develops and maintains good working relationships with other town departments, other jurisdictions, and the public.

B. Analyze projects for compliance with the Town’s General Plan, zoning ordinance, Subdivision Map Act, Design Guidelines, applicable specific plans and other policies.

C. Complies and analyzes data on economic, social, environmental, and physical factors affecting land use.

D. Meets with developers, engineers, property owners, contractors and other individuals to discuss, advise, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation.

E. Ability to write Planning Commission and Town Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations.

F. Attend public hearings and community meetings as necessary.

G. Analyze projects for CEQA compliance.

H. Ability to review projects and provide comments within timelines specified by the Permit Streamlining Act and the Town (shorter timelines may be required for certain projects).

I. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

J. Facilitation of special project.

4. **PROPOSAL REQUIREMENTS**

The proposal shall clearly address all information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized and contain all information as specified below:

A. **Cover Letter.** Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services.

B. **Brief Company Profile.** General company information including number of employees, location of company headquarters and branch offices, number of years in business and
organization, disciplines, and staffing. Describe the general qualifications of the firm as they relate to the work proposed with this RFP.

C. **Organization and Staffing.** Provide a list of the Consultant’s employees and agents which the consultant anticipates assigning to this project. This list shall include a summary of the qualifications, licenses, and experience of each individual; and the professional Planning level of work to be performed by each individual. The Town will retain under its agreement with the successful Consultant the right of approval of all person(s) performing under the agreement.

D. **Description and Approach.** The proposal should demonstrate the Consultant’s knowledge of the needs and objective of the work proposed under this RFP.

Describe any special resources the project team may bring to the Project. Such resources and experience may include items such as special computerized drafting systems, specific recent experience working on related projects, and recent experience in the Town of Loomis and/or other Placer County jurisdictions. Elaborate on why the project team stands above the competition.

E. **Subcontractors.** The bidder must provide for each subcontractor of the bidder, the scope of services to be provided by such subcontractor and a Statement of Qualifications, as outlined above, for such subcontractor.

F. **Cost Proposal.** The cost proposal shall include the hourly rate for services. Include any sub-consultant’s fee schedule, if applicable. This should include hourly billable costs of each team member; Senior Planner, Associate Planner, etc.

G. **Résumé, Relevant Projects/Services with References.** Provide résumés of the individuals(s) from the Proposer’s firm or entity that will be directly responsible for carrying out the contract, three references to include name, address, contact person and phone number of the municipality/company, length of time services were provided, and a description of the services provided.

H. **Conflicts of Interest:** The Consultant must not have a conflict of interest with regard to any other work performed by the firm for the Town.

I. **Anticipated Potential Problems.** The proposal should identify and describe any anticipated potential problems, the bidder’s approach to resolving these problems and any special assistance that will be requested from the Town.

5. **Fees and Expenses**

(a) The Town will consider an hourly fee, a task-based fee or a flat-fee Proposal, or any combination thereof. The contract to the successful bidder, however, will contain agreed-upon maximum limit(s). Thus, each bidder is invited to provide a reasonable estimate of the maximum fee.

(b) Town will agree to reimburse Consultant for its direct, reasonable and necessary expenses incurred on the project, including but not limited to the following:
(i) Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for office use of Contractor;

(ii) Expense of renderings, models and mock-ups; and

(iii) Other items authorized by writing and in advance by Town Manager.

(c) All expenses in excess of $500.00 per month must be approved in advance in writing by the Town Planner or Town Manager.

6. Proposal Documents

Six (6) copies and one (1) digital pdf copy of the proposal documents must be submitted no later than 12:00 noon, February 28, 2019 to the Office of the Town Clerk. Proposals must be titled “RFP On-Call Planning Services, Attn: Mary Beth Van Voorhis, Planning Director.” No postmarks will be accepted. Incomplete proposals and proposals not organized according to this RFP may be rejected. A faxed or emailed proposal will not be accepted.

7. Communications about the RFQ

Telephone communications with Town staff about the RFP are not encouraged but will be permitted, however; any such oral communication will not be binding on the Town. All telephone questions regarding this project should be directed to:

Mary Beth Van Voorhis, Planning Director
Town of Loomis Planning Department
3665 Taylor Road
P.O. Box 1330
Loomis, CA 95650
Phone: (916) 652-1840 x21
Email: mvanvoorhis@loomis.ca.gov

8. Selection Process

(a) The Proposals will be reviewed by an evaluation committee to determine which Consultants will be included in a final interview process. All firms submitting proposal will be notified in writing as to whether they are or are not selected to be interviewed. The committee will then conduct an interview with those Consultants and will rank the interviewees based on their submitted materials and performance.

(b) The evaluation committee will make determination of the firms to be included on the list of consultants, based upon the highest relative scores.

(c) The evaluation committee will consist of at least two members who have technical expertise in relevant fields or who are involved in project review at various managerial levels.

(d) The identity of members of the committee will be confidential until the interviews are held.
9. **Evaluation Criteria**

The Town intends to engage the most qualified consultant available that demonstrates a thorough understanding of the Town’s needs. Town staff will use the following criteria to evaluate proposals:

- Understanding of Work to be Performed (the Scope of Services): **5 to 15 points**
- Demonstrated Quality Firm and Professional Staff Technical Skill, Experience, Performance and Approach: **5 to 25 points**
- Familiarity with Town, County, and State Procedures: **5 to 20 points**
- Firm’s and Professional Staff References/Satisfaction of Clients: **5 to 15 points**
- Completeness and Quality of Proposal: **5 to 15 points**
- Cost Approach to performing this type of service: **5 to 10 points**
- **TOTAL = 30 to 100 points**

10. **Public Records Act**

Each bidder should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Loomis may not be in a position to establish that the Proposal which the candidate submits is a trade secret. If a request is made for any information marked "confidential" by a bidder, the Town will provide the candidate who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction.

11. **Release of Reports and Information**

Any reports, information, data, or other material given to, prepared by or assembled by the bidder as part of the work or services under these specifications shall be the property of the Town and shall not be made available to any individual or organization by the bidder without the prior written approval of the Town.

12. **Contract Documents.**

The successful Consultant will be expected to execute a Master Professional Services Agreement that contains the terms and conditions set forth in the form contract that is attached hereto as Exhibit A. The Consultant is reminded that any proposed change to the form contract will be considered in determining the firm’s suitability for inclusion in the interview process.

13. **Terms and Conditions**

(a) **Proposal Costs.** This request for proposals does not commit the Town to pay for any costs incurred in the submission of a response or make any necessary studies or designs for the preparation thereof nor the purchase or contract for services in connection with the preparation of a submission. All costs in preparing and submitting a proposal shall be borne by the person making the proposal.

(b) **Withdrawal.** A bidder may withdraw a proposal without prejudice prior to the time specified for opening by submitting a written request to the Town Manager for its withdrawal, in which event, the
proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered.

(c) **Retention and Use of Proposals.** The Town reserves the right to retain all proposals and use any idea in any proposal regardless of whether that proposal is selected. The Town also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and to accept others, except to the extent that proposals are qualified by specific limitations, and to make an award as the interest of the Town may require.

(d) **Agreement.** The Town reserves the right to negotiate any and all terms of an agreement including length, scope of services and compensation.

(e) **Awarding Authority.** An agreement with the Contractor shall not be binding unless and until it is approved and executed by the Town Council or Town Manager depending on the dollar amount.

(f) **Competency and Responsibility.** The Town reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, any and all information that the Town deems necessary to make such decision.

(g) **No Award.** The Town may, for any reason, not award an agreement as a result of this RFP.

(h) **Execution of Contract.** The bidder to whom award is made will be expected to execute a written contract with the Town within twenty (20) calendar days after notice of the award has been mailed to the address given in the proposal. The substance of the contract will include the terms of this Request for Proposals and the form will be mutually acceptable to both parties.
CONTRACT FOR SERVICES

THIS CONTRACT is made on __________________, 20__, by and between the TOWN OF LOOMIS (“Town”), and _______________________ (“Consultant”).

WITNESSETH:

WHEREAS, the Town [proposes][desires] ____________________________;

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated _____________, 20__, (attached hereto and incorporated herein as Exhibit “A”) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in [Exhibit “A”] OR [the Work Program, attached hereto and incorporated herein by this reference as Exhibit “__”]. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

[Note: The "Work Program" may already be incorporated in the proposal submitted by the consultant (attached as Exhibit “A” to the Contract.). If so, you may wish to delete the additional Work Program Exhibit. If the Work Program is not incorporated in Exhibit A, or if there is a subsequent Work Program, it should be attached as a separate exhibit. If you do use both Exhibit A and a new Work Program Exhibit, take care to be sure they are consistent or clearly state which controls in the case of conflict.]

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.
2. **TERM OF CONTRACT:**

[Note: In order to ensure timely performance, and to relate payments to that performance, all contracts for services should include a specific and detailed schedule of performance. The schedule of performance should include, at a minimum, the beginning and ending dates of the contract.]

A. The services of Consultant are to commence upon [execution of this Contract by] OR [receipt of written notice to proceed from] the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit “__.”**

[Note: While a Schedule or Performance is critical, the use of a notice to proceed is optional and depends upon the subject of the contract. If the notice is used, the schedule needs to be written to recognize it.]

B. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period of _______] OR [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. **COMPENSATION:**

A. The Consultant shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed _____________________________ ($____________), without Town’s prior written approval.

B. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the [final] [monthly] [other] billings. If Consultant’s performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant’s failure to perform in conformity with the Schedule of Performance is a documented result of the Town’s failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. **TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than **90** calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.
B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. [Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.] OR FOR ARCHITECTURAL OR ENGINEERING DESIGN SERVICES ONLY [The reuse of any of the materials or documents described in Paragraph 7.A by the Town on any other project without the written permission of the Consultant, shall be at the Town's sole risk and the Town agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the Town or by others acting through the Town. The
Consultant is not responsible and liability is waived by the Town as against the Consultant for use by the Town or any other person of any data, reports, plans or drawings not signed by the Consultant.

8. **COMPLIANCE WITH ALL LAWS:**

   **A.** Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. [It shall be Town’s responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist Town in providing the same.]

   **B.** Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

FOR WORK SUBJECT TO PREVAILING WAGES **[C.** The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "___".]

9. **WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

   **A.** Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit “___” in a manner which is consistent with the generally accepted standards of Consultant’s profession.

   **B.** Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

   **C.** Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

   **D.** Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. **SUBCONTRACTING:**

   None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the
negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

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

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

1. Worker’s Compensation and Employer’s Liability Insurance

   a. Worker’s Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker’s Compensation and Employer’s Liability Acts, including Longshoremen’s and Harbor Worker’s Act (“Acts”), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

   b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

   a. The insurance shall be provided on form CG0001, or it’s equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant’s work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [$1,000,000.00] per occurrence and [$2,000,000] general and products/completed operations aggregates.
b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \([1,000,000.00]\) per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \([1,000,000]\) per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.
D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of $10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

   Town:

   Consultant:
F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney’s fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]
Contract for Services

Insert Contractors Name here

Insert Date of contract

TOWN OF LOOMIS

By: __________________________

Sean Rabé, Town Manager

ATTEST:

By: _______________________

Charleen Strock, Town Clerk

APPROVED AS TO FORM:

By: _______________________

Jeffrey Mitchell, Town Attorney

CONSULTANT

By: _______________________

Title:
EXHIBITS
EXHIBIT A

[Consultant Proposal/Scope of Work]
CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONSULTANTS

By: ______________________________

[Title]
EXHIBIT __

LABOR COMPLIANCE

1. PREVAILING WAGE

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

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

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

2. PREVAILING WAGE RECORDS

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

B. The Town shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the Town the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant
or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

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

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

3. Labor Discrimination

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

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

4 Eight-Hour Day Limitation

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

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the Town. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the Town the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.
5. Compliance with State Requirements for Employment of Apprentices

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

THIS ONE-PAGE DISCUSSION MUST BE DELETED BEFORE THE CONTRACT IS CIRCULATED TO THIRD PARTIES. THESE WARNINGS AND INSTRUCTIONS ARE NOT PART OF THE FINAL CONTRACT

TO: Town of Loomis
FROM: Kronick, Moskovitz, Tiedemann & Girard
RE: Consultant Contract (with Warning and Instructions)

1. This sample contract is a generalized form. Contract negotiation is a dynamic process that is closely tied to the facts of each transaction; if the form of contract or specific model provisions do not seem to fit, seek assistance.

2. Be aware of peculiar contract requirements for specific funding sources. For example, if a project is being financed with state or federal grant funds or loans, contract terms may be required that are not otherwise included. Check federal, state, or local laws concerning the entity or the project before using this form.

3. Be sure to fill in all blank spaces. Bracketed provisions [in bold] require choices to be made or information to be supplied within the brackets, and then the brackets removed and or discarded choices deleted. Not all bracketed provisions will be applicable to any given contract.

4. This sample contract includes several paragraphs that are advisory only. These paragraphs are bracketed [in bold italics] and must be removed before the contract is sent to the Consultant for review and approval.

5. When using this contract be aware that deletions of certain portions will require numbering or lettering changes within the contract. This contract can be tailored to various applications by attachment of exhibits.

6. The controlling factor in deciding how much commercial general liability insurance to require is the Town’s potential liability in connection with the project. The amount of the contract itself is therefore usually immaterial. As a rule of thumb, commercial general liability insurance should never be in an amount less than one million dollars, unless the Town’s potential exposure is unusually small. On large projects, or those with significant potential for loss, higher limits may be appropriate.

7. In some cases it may be appropriate for the Town Council to provide staff with flexibility to make minor changes to an approved contract (for example, where the precise scope of work or schedule of performance may need to be adjusted based on information developed during the course of the consultant's work). Some flexibility can be obtained by including language such as the following in the Town Council’s action approving the contract:

    Authorize the Town Manager to take any and all actions reasonably necessary to complete the work described in the Contract, including the approval of minor Contract amendments that, in the opinion of the Town Manager and the Town Attorney, will not materially alter the purpose of the Contract nor increase
the total compensation due under the contract by more than ten percent (10%).

8. Once signed, the original, signed contract should be forwarded to the Town Clerk for retention.