City of Davis
Request for Proposals

LANDSCAPE ARCHITECT SERVICES

Date Released: Monday, April 20, 2020
Date Due: Thursday, May 14, 2020 by 5:00 p.m.

City Clerk’s Office
23 Russell Boulevard
Davis, CA 95616
REQUEST FOR PROPOSALS TO PROVIDE
LANDSCAPE ARCHITECT SERVICES
FOR THE CITY OF DAVIS

INTRODUCTION

The City of Davis is requesting proposals from qualified firms to provide professional on-call landscape architect services performed in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the City within the time periods allocated, as mutually agreed to at the beginning of the assignment.

The City of Davis updated its Parks and Recreation Facilities Master Plan in 2012, and anticipates beginning another update in FY2019-20. The City has a multitude of projects addressing deferred maintenance of existing parks and greenbelts, while also desiring to expand and enhance current amenities and recreational facilities. The City also desires to implement such projects with a key emphasis on being environmentally and fiscally sustainable.

In 2018, the Parks & Community Services Department updated an On-Call List of Landscape Architects, which consists of nine professional firms. This augmentation of staff has been successful in assisting the Parks & Urban Forestry division complete more work than with City staff alone. The City is now in the process of updating an approved Landscape Architects On-Call List for implementation of future projects that may range from small landscape rehabilitations to large turf reductions citywide.

BACKGROUND

City Overview

Located in Yolo County, in the Central Valley of northern California, Davis is situated 11 miles west of Sacramento, 385 miles north of Los Angeles, and 72 miles northeast of San Francisco. Davis is a city of approximately 70,000 residents and is a retail, cultural and recreational destination for people throughout the greater Sacramento region. Closely tied to the community’s history is the University of California at Davis with a student population of over 38,000. From its beginnings as an agricultural community, Davis is now recognized internationally for its contributions to life sciences, agriculture, veterinary medicine, biotechnology, medical technology and engineering.
The City’s quality of life and progressive community is reflected in its small-town style and iconic symbols, such as its British red double-decker buses, numerous greenbelts, and a record number of bicycles per capita.

**Parks and Community Services Department Overview**

The Parks and Community Services Department is specifically responsible for providing a variety of recreational opportunities for residents of all ages and abilities, including aquatics, alternative recreation for persons with disabilities, gymnastics and dance, outdoor education, specialty camps, special interest classes, teenage services, senior services, youth and adult sports, paratransit services, and the rental of community facilities, athletic fields, parks and picnic areas.

The Department is also responsible for the comprehensive management and maintenance of City-owned assets, such as athletic fields, parks and greenbelts, aquatic facilities, community gardens, streetscapes, and City trees.

**Open Space Program**

The City’s Open Space Program is managed in the Community Development and Sustainability Department. Under that program, the City owns and manages several natural and semi-natural open space areas, including agricultural buffers, wetlands and retention basins, habitat areas, open space preserves, and riparian corridors. These areas, in addition to other City buildings, should also be considered for services as part of this RFP.

**SCOPE OF SERVICES**

In general, the Proposer shall perform landscape architectural services on an “on call or as needed” basis for various projects assigned by the City during the term of the agreement. The Proposer shall have demonstrated expertise and experience in the areas of parks and recreation or other municipal projects, such as landscape renovations, irrigation modifications/replacement, play equipment, court surfacing, water conservation modifications, habitat restoration, etc.

The scope of work for any one project may involve all phases of project development and may include, but not be limited to, the following:

**Project Administration**

- Development of plans and specifications, cost estimating, project administration, conduct public input meetings, presentations to Commissions and Council and coordination of multiple consultants
• Prepare feasibility studies and/or analysis, including advantages and disadvantages of various options for the City to consider
• Assist City in obtaining approvals and/or permits from applicable agencies as needed
• Assist City with CEQA review
• Assist with grant applications and oversee implementation

Landscape Architect Experience
• Prepare plans and specifications for assigned projects
• Facilitate community engagement meetings and create other community engagement tools, such as online feedback surveys and customer interviews.
• Design and install water management best practices xeriscape
• Design and install habitat restoration and enhancement projects
• Design and install site signage, including branding and interpretive signs
• Implement capital projects from design to construction
• Prepare landscape plans, park planning projects, technical data and certifications.
• Provide landscape architectural services, AutoCAD plans, mapping, certifications and landscape design projects
• Inspect and certify installation for landscaping projects
• Prepare detailed scaled drawings and designs, plans, specifications, cost estimates and contract bidding documents. Format for documents will be discussed at the time of the task assignment
• Bidding services including responding to bidder questions, attending pre-bid job walks, assistance in preparing addenda, attending pre-construction meetings
• Prepare as-built drawings

Construction Services
• Monitor construction schedule, visit construction site as required for progress and quality of work evaluation
• Assist the City Engineer, contractor and construction manager/contract administrator with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders
• Inspections services
• Materials testing
• Contract Administration
TASK ORDER PROCESS

The intent of this RFP is to have a consultant under contract to be available to provide services, on-call, if the City should need them. In executing a Professional Services Agreement with the selected firm(s), the City specifically does not guarantee any Task Orders will be initiated during the life of the contract.

Tasks shall be assigned via a City-generated Task Order using the form shown in Attachment 1. Tasks shall be performed pursuant to a ‘not-to-exceed’ budget under the On-Call Master Agreement. For these Task Orders, the Consultant shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by the City Engineer. Once the Task Order is approved and both parties have signed, a purchase order shall be generated and the Consultant may start the work. Each Task Order will have its own funding source(s).

An overall cap of $500,000 shall limit the sum of all Task Orders for the On-Call Agreement that will be generated at the end of this selection process. City approval of Task Orders shall be according to the following table:

<table>
<thead>
<tr>
<th>Task Order Amount*</th>
<th>Approval Level</th>
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</thead>
<tbody>
<tr>
<td>$10,000 or less</td>
<td>Parks &amp; Community Services Director</td>
</tr>
<tr>
<td>Greater than $10,000 and less than or equal to $150,000</td>
<td>City Manager approval required via staff memorandum</td>
</tr>
<tr>
<td>Greater than $150,000</td>
<td>City Council approval required</td>
</tr>
</tbody>
</table>

* These limits hold true for Amendments to Task Orders as well.

It is imperative that the Consultant generate invoices for each Task Order and not combine them into one invoice.

PROPOSAL REQUIREMENTS

Proposers should submit the following documents in 12-point type, on 8.5 by 11-inch paper, with one-inch margins. Failure to comply with these requirements may be cause for rejection.

Firms wishing to be considered for this work shall include the following information in their proposal:

1. Statement of qualifications to provide on-call landscape architect services as described in the Scope of Services section of this RFP.
2. Resumes of key personnel who may be assigned to this project, including the person identified as the project manager who will be the responsible point of contact between the City of Davis and your firm.

3. The location of the office from which the project will be managed and/or the majority of the key personnel assigned to the project will be located and the staff available at this office. Locations of sub-consultants ‘offices (and staff available at this office) shall be identified as well.

4. References – Contact names and phone numbers for at least three different public agency references for whom you have recently performed a similar engagement. Please include a brief description of the services provided; the agency contact name and phone number; and the duration or number of projects the firm provided the services.

5. Proposed compensation rates.

6. Evidence of compliance with the City of Davis insurance requirements.

7. The acceptability of the terms and conditions for the City standard Agreement for Services contained in Attachment 2. Any proposed deviations and modifications to the agreement should be noted, with reasons given. Proposed agreement changes will require City Attorney approval. The City will not consider changes to the agreement once the selection process has been completed.

**SUBMITTAL REQUIREMENTS**

Please **mail or drop off three (3) bound copies and one (1) USB drive of a PDF copy** of your proposal at your earliest convenience, but no later than **Thursday, May 14, 2020 by 5:00 p.m.** to:

Attn: Request for Proposals – On-Call Landscape Architect Services 2020
City Clerk – City Manager’s Office
City of Davis
23 Russell Boulevard
Davis, CA 95616

Please note the City will not accept late or incomplete proposals, proposals postmarked after the submittal due date and time, or proposals submitted via email or facsimile.

The City of Davis is not responsible for any costs incurred in preparation and submission of the proposals, or in anticipation of a contract. The format of the submittals is at the discretion of the Proposer. Each proposal shall be limited to a maximum of 40 pages, using minimum 12-point font size.
SELECTION PROCESS AND ESTIMATED SCHEDULE

The City will conduct a comprehensive review and evaluation of all proposals meeting the requirements of this solicitation. Based on this review, the City will invite qualified firms to participate in a panel interview with City staff. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all proposals.

The final selection of firms may include a combination of smaller firms with unique skill sets to large multi-dispensary firms. It is the City’s desire to have a diversity of choices for implementing a variety of projects. The City has been successful in collaborating with firms who have prepared and submitted grants on the City’s behalf and then been hired to implement those projects. The City is open to new and creative approaches to improving our community.

The following criteria shall be considered in establishing the On-Call List of Landscape Architects:

- Quality and completeness of the proposal and oral presentation (as applicable)
- Proposer’s community engagement experience
- Proposer’s experience in developing and reviewing plans and specifications
- Proposer’s experience with Integrated Pest Management (IPM)
- Proposer’s experience with grant identification, writing and implementation
- Qualifications of the Consultant’s staff being assigned to this proposal
- Demonstrated competency of the Consultant to perform high quality work, to control costs and meet time schedules
- Past contract experience with the City of Davis
- Value added experience

<table>
<thead>
<tr>
<th>Anticipated Dates</th>
<th>Steps</th>
</tr>
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<tbody>
<tr>
<td>May 2020</td>
<td>• Staff to respond to proposer questions related to RFP</td>
</tr>
<tr>
<td>June 2020</td>
<td>• Staff to review submitted Requests for Proposals</td>
</tr>
<tr>
<td></td>
<td>• Staff to invite qualified proposers to participate in a panel interview</td>
</tr>
<tr>
<td></td>
<td>• Staff to evaluate submitted proposals and presentations</td>
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<tr>
<td>July 2020</td>
<td>• Staff to select firms for the recommended list of On-Call Landscape Architects and seek City Council authorization to execute Professional Services Agreements</td>
</tr>
<tr>
<td>July/August 2020</td>
<td>• Firms to proceed with projects as needed by the City</td>
</tr>
</tbody>
</table>
MASTER AGREEMENT

The term of the master agreement will expire two years from the signing of the document. Three one-year extensions to the agreement may be made if both parties mutually agree.

A sample of the City’s Professional Services Agreement (Agreement) is provided as Attachment 2. If the proposer desires to take exception to any part of the Agreement, Proposer shall, in their proposal, clearly identify proposed changes to the Agreement and furnish the reason for these changes. The exceptions will be taken into consideration in evaluating the proposals. Otherwise, the proposer is to state in writing in the proposal that the Agreement is acceptable to the proposer.

BUSINESS LICENSE & INSURANCE REQUIREMENTS

The proposer must have and maintain a current City of Davis Business License. The proposer shall also provide a summary of the firm’s current insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. City required endorsements and minimum coverage limits must be provided at time of agreement execution (Attachment 2-Professional Services Agreement, Sections 11 and 12).

QUESTIONS

Questions about this Request for Qualifications should be made in writing and emailed to mjones@cityofdavis.org. Requests for information or questions must be submitted by 5:00 p.m. on Thursday, May 7, 2020. Questions submitted after the due date or via phone will not be accepted. Responses to questions will be distributed to all potential proposers.

NO OBLIGATION

The City reserves the right to modify this Request for Proposal package at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this Request for Proposal package at any time. The City further reserves the right to reject any and all proposals for any reason or to accept any proposal received which the City, in its sole unrestricted discretion deemed most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The consultant acknowledges the City’s rights and this
clause and absolutely waives any right of action against the City for the City’s failure to accept its proposal whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the City Council or the officer or employee of the City having authority to accept the proposal.

The City of Davis is not responsible for any loss, damage or expense incurred by a consultant as a result of any inaccuracy or incompleteness in the Request for Proposal, or as a result of any misunderstanding or misinterpretation of the terms of this Request for Proposal on the part of the Consultant.

ATTACHMENTS

1. Task Order Process and Sample Form
2. Standard Professional Services Agreement
TASK ORDER PROCESS FOR A MASTER CONSULTANT AGREEMENT

These instructions outline the process for assigning tasks to consultants that are under a Master Consultant Agreement (Agreement) with the City of Davis (“City”). The Agreement is our standard consultant agreement with a not-to-exceed amount (Cap). The difference is that the Cap has not yet been funded and no purchase order has been written. Another difference is that this Task Order Process is included in the Scope of Services of the Agreement.

When the City decides to assign a task to the consultant, according to their areas of expertise (and included in the Scope of Services of this Agreement), a Task Order Form is completed and sent to the Consultant. A sample Task Order Form is included at the end of these instructions. Task Orders are numbered sequentially on the form.

The Owner and the Consultant negotiate and agree to a fee and a completion date. The Consultant signs and dates the form and returns it to the Owner. The Owner then signs and dates the form and forwards a copy of the completed form to the Consultant.

City Staff must get the appropriate approval for the work depending on the amount of the fee. See the bullets below.

- If the fee is under $10,000, the Parks & Community Services Director can approve the work;
- If the fee is $10,000 or over and under $150,000, the City Manager must approve the work;
- If the fee is $150,000 or over, the work scope must go to the City Council for approval. This process will add about three weeks to the approval process.

The City then writes a purchase order for the task and processes it through Finance. The Consultant will receive the purchase order and can begin work. All invoicing for this task should reference both the Task Order Number and the Purchase Order Number.
Task Order No. _______

Contract: [INSERT NAME OF CONTRACT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: (Please provide if any.)

Fee - Dollar Amount of Task Order: Not to exceed $_______.00

Completion Date: __________ 20____

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

City of Davis Parks & Community Services  Consultant

Dated: ________________________  Dated: ________________________

By: ________________________     By: ________________________
CITY OF DAVIS

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of ___________ 20___ by and between the City of Davis, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 23 Russell Boulevard, Davis, CA 95616 (“City”), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECATALS

A. City requires provision of the following professional services:

all as more fully set forth and described in this Agreement.

B. Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. City enters this Agreement in substantial reliance on such experience and qualifications.

C. The Parties enter this Agreement in order to set forth terms and conditions governing Consultant’s performance of the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services.

Consultant shall perform the services generally described in (i) the Scope of Services attached hereto as Exhibit “A”; (ii) any applicable request for proposals issued by the City; and (iii) as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services” herein.)

2. Compensation.

a. Subject to Section 2.b, below, the City shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit “B”, attached hereto.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $_________ [Insert maximum amount of compensation]. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.
City of Davis—Professional Services Agreement (Name of Consultant)

The Parties may agree on additional work to be provided as part of the Services. An amendment to this Agreement shall be prepared by the City and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.


Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available for review by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire on [insert end date], unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence work within three (3) business days of receiving City’s verbal or written notice to proceed. Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.


a. Force Majeure. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant’s lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. City may, but is not required, to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.
City of Davis—Professional Services Agreement (Name of Consultant)

c. If applicable, and unless otherwise provided in the Scope of Services, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. **Standard of Care.**

Consultant’s Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. **Assignment and Subcontracting.**

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the City, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. **Independent Contractor.**

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from City as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant’s employees or other personnel under Consultant’s supervision, and Consultant and all of Consultant’s personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Davis business license as required by the Davis Municipal Code. Consultant will determine the means, methods, and details by which Consultant’s personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant’s employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant and Consultant’s personnel shall not supervise any of City’s employees; and City’s employees shall not supervise Consultant’s personnel. Consultant’s personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant’s personnel shall not use any City e-mail address or City
City of Davis—Professional Services Agreement (Name of Consultant)

telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant’s personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant’s choice, except as otherwise may from time to time be necessary in order for Consultant’s personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant’s performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant’s personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

c. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant’s personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System (“PERS”) or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

d. To the maximum extent permitted by laws, Consultant shall indemnify, defend and hold harmless the City and other Indemnitees (as defined in Section 13.a herein), from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant’s violation of any provision of this Section 10, or any of Consultant’s personnel practices. In addition to all other remedies at law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

11. PERS Compliance and Indemnification.

a. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees’ Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees’ Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance
City of Davis—Professional Services Agreement (Name of Consultant)

with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

b. Indemnification. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless City, and the other Indemnitees (as defined in Section 13. a herein) from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provision of this Section 11.

12. Insurance. Unless otherwise permitted in writing by City’s Risk Manager, Consultant shall not commence work for the City until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
(7) Contractual Liability with respect to this Agreement
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
City of Davis—Professional Services Agreement (Name of Consultant)

(v) The policy shall be endorsed to name the City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) Subject to the City’s written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name the City, its officials, officers, employees, agents and City designated volunteers as additional insureds.

(iv) Subject to the City’s written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers’ Compensation/Employer’s Liability

(i) Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California 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/she/it will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers’ Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.
City of Davis—Professional Services Agreement *(Name of Consultant*)

d. **Professional Liability (Errors and Omissions)**

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.

e. **[*INSERT***] Liability Insurance [CHECK WITH RISK MANAGER AND JPIA TO DETERMINE IF ADDITIONAL LIABILITY INSURANCE SHOULD BE REQUIRED FOR A PARTICULAR PROFESSIONAL SERVICES AGREEMENT, SUCH AS CYBER LIABILITY, ETC.]

At all times during the performance of the work under this Agreement the Consultant shall maintain ____________ ***[INSERT AS APPROPRIATE***].

f. **Minimum Policy Limits Required**

(i) The following insurance limits are required for the Agreement:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per occurrence (any auto) for bodily injury and property damage</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>In the amount required by California law.</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claim and aggregate (errors and omissions) $__________</td>
</tr>
</tbody>
</table>

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.
g. **Evidence Required**

Prior to execution of the Agreement, Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. **Policy Provisions Required**

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional Insured endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a “claims-made” professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.
City of Davis—Professional Services Agreement (Name of Consultant)

i. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best’s rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.


(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

(iii) City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

(iv) No City elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

k. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification
City of Davis—Professional Services Agreement (Name of Consultant)

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the City or any of the other Indemnitees.

b. For Design Professional Services. If Consultant's Services hereunder include the performance of design professional services by a "design professional", (as defined below), then to the extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold the City and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness, or willful misconduct of the Consultant, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed the Consultant's proportionate percentage of fault.

For purposes of this Section 13.b, and in accordance with Civil Code Section 2782.8(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

c. The provisions of this Section 13 shall survive the termination of this Agreement.
City of Davis—Professional Services Agreement (Name of Consultant)

   a. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq. and 1770, et seq., which require the payment of prevailing wages and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with the Prevailing Wage Laws. These rates are on file with the City Clerk or may be obtained at: http://www.dir.ca.gov/OPRL/OPreWageDetermination.htm.

   (i) Copies of the prevailing wage rates may be obtained at cost at the City Clerk’s office. Consultant shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

   (ii) Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

   b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of this Agreement and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

   c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of the Services, including any delay, shall be Consultant’s sole

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City of Davis—Professional Services Agreement *(Name of Consultant)*

responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

15. **Living Wage Ordinance.**

a. Consultant agrees to comply with Davis Municipal Code Chapter 15.20, the City of Davis Living Wage Ordinance. If Consultant employs six (6) or more employees, and receives $25,000 or more from the City pursuant to this Agreement and any other contracts with the City during a twelve month period, Consultant shall be required to provide all employees eligible under Chapter 15.20 with the minimum compensation set forth in Davis Municipal Code Section 15.20.060 during the term of this Agreement.

b. Prior to commencement of any work under this Agreement, Consultant and all subcontractors that are subject to the requirements of Chapter 15.20 will provide certification in a form satisfactory to the City that Consultant and subcontractors are providing all eligible employees the minimum compensation required pursuant to Davis Municipal Code Section 15.20.060. Additionally, prior to commencement of any work, Consultant shall notify in writing all employees that are eligible for minimum compensation of their rights under Chapter 15.20.

c. Consultant shall maintain all records and documents necessary to establish whether Consultant is subject to Chapter 15.20. If Consultant is subject to the requirements of Chapter 15.20, Consultant shall further be required to maintain monthly records of Consultant’s employees, including records showing the hourly rate paid to each employee, the amount paid by Consultant for health benefits, if any, and the amount of days off provided per year for sick leave, vacation, or personal necessity. The records described in this subsection shall be made available to the City upon request. The failure to produce these records within three (3) business days following request by the City shall be a default under this Agreement.

d. Consultant shall include the requirements of Chapter 15.20 in any and all agreements with subcontractors hired to provide the Services pursuant to this Agreement. Any and all subcontractors retained by Consultant to provide the Services pursuant to this Agreement that employ six or more employees and receive $25,000 or more for the Services provided to the City pursuant to this and any other City contracts during a 12-month period shall be required to comply with the terms of Chapter 15.20. Failure by a subcontractor subject to the requirements of Chapter 15.20 to comply with the terms of Chapter 15.20 shall constitute a default of the Consultant under this Agreement.

16. **Use of Recycled Paper.** Consultant shall comply with the City’s policy on the use of recycled paper, as set forth in Exhibit “C” of this Agreement.

17. **Laws and Venue.**

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term
of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the City.

18. **Termination.**

   a. City has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days’ prior, written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant the reasonable value of services rendered for any portion of the Services completed prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by City and Consultant. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from such termination of the Services.

   b. Consultant may terminate its obligation to provide services under this Agreement by serving written notice of termination to the City, provided Consultant has first served the City with a written notice of default and demand to cure, and City has failed to cure such default within thirty (30) days of receipt of such notice.

19. **Ownership of Work Product.**

   a. Except as otherwise provided in Section 18, “Termination”, above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, “Work Product”) shall be considered to be “works made for hire” for the benefit of City. All Work Product 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 City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made provided that any such use shall be at City’s sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

   b. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the City pursuant to subsection (a), above.

   c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant’s default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees (as defined in Section 13(a),
City of Davis—Professional Services Agreement (Name of Consultant)

above) harmless from any and all loss, claim or liability in any way related to a claim that City’s use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

20. Party Representatives.

Consultant hereby designates ______________, or his or her designee, as Consultant’s Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City. City hereby designates ______________, or his or her designee, as City’s Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.


Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:                        CONSULTANT:
City of Davis               [***INSERT NAME, ADDRESS & CONTACT
23 Russell Boulevard       PERSON***]
Davis, CA 95616
Attn: [***INSERT NAME & DEPARTMENT***]

and shall be effective upon receipt thereof.


Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

City of Davis—Professional Services Agreement (Name of Consultant)

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. ** Entire Agreement  

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto or document incorporated by reference herein, the provisions of this Agreement shall govern.

25. ** Severability  

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. ** Successors and Assigns  

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. ** Non-Waiver  

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

28. ** Time of Essence  

Time is of the essence in each and every provision of this Agreement.

29. ** City’s Right to Employ Other Consultants  

City reserves its right to employ other consultants to provide the Services or similar services to the City.
City of Davis—Professional Services Agreement (Name of Consultant)

30. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

31. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided City with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the City in affirming compliance with this Section.

32. Prohibited Interests.

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 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. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City’s Filing Officer as 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]
City of Davis—Professional Services Agreement (Name of Consultant)

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DAVIS AND [***INSERT NAME***]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF DAVIS

By: __________________________
   Mike Webb
   City Manager

[INSERT NAME OF CONSULTANT]

By: __________________________
   Its: __________________________
   Printed Name: __________________________

By: __________________________
   Its: __________________________
   Printed Name: __________________________

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTEST:

By: __________________________
   Zoe S. Mirabile, CMC
   City Clerk

APPROVED AS TO FORM:

By: __________________________
   Inder Khalsa
   City Attorney
EXHIBIT A
Scope of Services
City of Davis—Professional Services Agreement (Name of Consultant)

EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice City on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Prior to undertaking any work outside of the existing scope, Consultant will inform City, detailing what additional work is recommended and the associated cost. No out-of-scope work shall be performed without express written permission from City. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

[Insert Hourly Rates and rates for any other charges to be made by Consultant]
City of Davis—Professional Services Agreement *(Name of Consultant)*

EXHIBIT C

USE OF RECYCLED PAPER

All paper used for any reports that are required to be submitted under this Agreement shall be produced on recycled paper conforming to the minimum content standards as specified herein. All such reports shall have the front cover labeled in such a way as to clearly identify that the report was produced on recycled paper. Where practicable, the pages of all such reports shall be produced double-sided.

Definitions.

*Postconsumer Material* means only those paper products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid wastes for the purpose of collection, recycling, and disposition.

*Recovered Paper Material* means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wastes, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous wastes generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residues such as bark.

Minimum Content Standard. The following categories of paper must contain the minimum percentages of material listed under both “Recovered Material” and “Postconsumer Material” included within the total “Recovered Material” percentage. When utilizing a category of paper not listed below, the paper shall contain the highest percentage of recycled paper available.

<table>
<thead>
<tr>
<th>Article I. Paper Category</th>
<th>Article II. Minimum Percentage of “Recovered Material”</th>
<th>Article III. Minimum Percentage of “Postconsumer Material”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article IV. High-speed Xerographic</td>
<td>Article V. 50</td>
<td>Article VI. 30</td>
</tr>
<tr>
<td>Article VII. Bond Paper</td>
<td>Article VIII. 50</td>
<td>Article IX. 30</td>
</tr>
<tr>
<td>Article X. Cover Stock</td>
<td>Article XI. 50</td>
<td>Article XII. 30</td>
</tr>
<tr>
<td>Article XIII. Envelopes</td>
<td>Article XIV. 50</td>
<td>Article XV. 30</td>
</tr>
</tbody>
</table>

Exhibit C