

## REQUEST FOR PROPOSAL



## TRAFFIC SIGNALS SYNCHRONIZATION & RAISED MEDIAN

**NOVEMBER 10, 2015**

**SUBMITTALS DUE DECEMBER 2, 2015 BY 5:00 PM**

ISSUED BY:

City of Atwater  
Community Development Department  
750 Bellevue Road  
Atwater, CA 95301

The City of Atwater is soliciting proposals for the scope of work described herein.

Proposals will be accepted at the City Clerk Department-Human Resources Division, Atwater Civic Center, 750 Bellevue Road, Atwater, California, until **5:00 PM on Wednesday, December 2, 2015.**

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### **Attachments:**

- A. Standard Form, Professional Services Agreement
- B. Exhibit 10-01 Consultant Proposal DBE Commitment
- C. Exhibit 15-H DBE Information – Good Faith Efforts
- D. Project Map

## **I. GENERAL INFORMATION**

### **a) INTRODUCTION**

The City of Atwater obtained a Congestion Mitigation Air Quality (CMAQ) grant to fund traffic signal infrastructure improvement and traffic synchronization along the following corridors:

1. Bell Lane approximately 350 ft. north of Bell Drive
2. Bell Drive @ Bell Lane
3. Applegate Road @ Commerce / Bell
4. Applegate Road @ Sycamore Avenue
5. Applegate Road @ Atwater Boulevard
6. Winton Way @ Olive Avenue (New signal)
7. Applegate Road @ Commerce Avenue to approximately 275 ft. north (raised median)

### **b) GENERAL SCOPE OF WORK**

The general project scope of work includes:

- ❖ Assessment of traffic signals and arterial network conditions including signal phasing, traffic and pedestrian volumes, vehicle speeds, roadway capacity and operation efficiency.
- ❖ Prepare coordinated traffic signal timing plans for each of the traffic signals within the project.
- ❖ Prepare final design plans, coordinated traffic signal timing plans, construction documents, and an engineer's cost estimate for the project.

### **c) GENERAL WORK PROGRAM**

The professional services scope of work is intended as a "Turnkey" project. All tasks shall be coordinated to effectively develop interrelated project elements and tasks shall not be advanced until preliminary requirements are addressed and clear direction established. The consultant shall have total responsibility for the accuracy and completeness of all work and services required for this project. Quality Control shall be consistently and thoroughly applied throughout the project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted commitment to provide a high quality product.

A project schedule shall be prepared itemizing all activities and subtasks to support project milestones. The schedule shall be in the form of a bar chart and show deliverables and other relevant data needed for the control of work. A copy of the schedule and monthly updates shall be furnished to the City Project Manager. The proposed scope of work is based on a CMAQ grant award.

Consultants proposing on this project shall clearly demonstrate the ability and commitment to accelerate project completion with promptness and efficiency. Accordingly, the consultant shall commit all necessary resources to achieve prompt completion. Firms considering proposal submittals are requested to have in-house technical expertise to fully and professionally address and facilitate all aspects of the project. The selected consulting firm shall maintain the same Project Manager throughout the duration of the project, as specified in the proposal and approved by the City.

The description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be fully addressed in the proposal. The tasks and fee shall reflect mandatory combined elements for the overall project; route assessment, signal coordination, before and after studies, and address the equipment identified needs. All tasks shall be undertaken and completed within the proposed "Not to Exceed" contract fee.

**d) KICK OFF MEETING**

An initial Project Kick-Off meeting will be held to assure complete understanding of the scope of the project and to prepare the initial schedule for the development of the construction documents.

**e) FEE SCHEDULE**

The professional services contract fee is to be submitted in a separate envelope. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and sub-consultants should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees in compliance with the described scope, the attached General Specifications, and include all associated work required to achieve the project objective. It is requested that the fee, including meetings, reproduction, materials, and associated project expenses be itemized per the following General Fee Schedule format, though additional support details may be included.

**f) PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The maximum score is 100 total possible points. The following criteria will be used for evaluation and comparison of proposals submitted.

- |   |           |
|---|-----------|
| ➤ Firm Qualifications (technical expertise, staff qualifications, etc.)   | 25 points |
| ➤ Management Approach (methodology, quality control, etc.)                | 25 points |
| ➤ Work Plan (delivery schedule, etc.)                                     | 25 points |
| ➤ Overall Presentation (similar project experience, RFP compliance, etc.) | 25 points |

**g) SELECTION PROCEDURE**

Proposals submitted will be reviewed for completeness and qualifications by City representatives. The evaluation of the written proposals will be based on the thoroughness of the proposed scope of work and the technical expertise and experience of the Project team relating to traffic engineering and design. The timeliness of the proposed schedule of deliverables will be one of the criteria used for evaluation of your proposal.

**II. TRAFFIC SIGNAL COORDINATION PROJECT DESCRIPTION**

Synchronize Signals: on Bell Lane; "Approximately 350 feet north of Bell Drive", Bell Drive @ Bell Lane; Applegate Road @ Commerce/Bell; Applegate Road @ Sycamore Avenue; Applegate Road @ Atwater Boulevard; Winton Way @ Olive Avenue (New signal). Raised Median. "See Figure 1-Vicinity Map for Project Locations for each of the Signals and Raised Median."

The proposed raised concrete median island would be installed on the north leg of the intersection of Applegate Road with Commerce Avenue. The raised concrete median island will be on Applegate Road and commence from the crosswalk and extend northerly for approximately 275 feet. This will be approximately 100 feet north of the existing commercial driveway located on the west side of Applegate Road.

**III. PROPOSED TIMING PLAN IMPLEMENTATION**

A minimum of three (3) separate "post timing implementation" field studies shall be conducted for each timing plan to incrementally optimize progression by refining cycle lengths, offsets, phase sequences, and split parameters in close consultation with City staff. A final report will be prepared summarizing "before" and "after" conditions identifying signal coordination benefits derived in corridor vehicle progression; including reduction in stops, delays, fuel consumption, exhaust emissions, and improvement in individual intersection operations.

The manual input of new coordination timings and any adjustments recommended by the consultant shall be made by City staff. All timing input (initial and subsequent fine tunings) for traffic signal and traffic signal system will be done by City staff.

**IV. AGENCY ROLES AND RELATIONSHIPS**

The City of Atwater will serve as lead agency on the project and be responsible for project administration, contractual agreements, and adherence to the budget.

**V. GENERAL FEE SCHEDULE FORMAT**

The format shows the general fee schedule format, though additional support details may be included:

**General Fee Schedule**

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Part 1-Signal Coordination, Assessments, Modeling, Before and After Studies, and Reports Lump Sum \$ \_\_\_\_\_

Part 2-Preparation of Record drawings, or Project Plans Specifications and Estimate or Procurement documents Lump Sum \$ \_\_\_\_\_

**CUMULATIVE NOT-TO-EXCEED FEE:** \$ \_\_\_\_\_

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**VI. CONTRACT CHANGES**

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City in **writing prior to commencement** of any change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively in **writing** by the City, without exception.

**VII. SPECIAL REQUIREMENTS**

**Form of Contract:** Attachment A is the form of the contract (***Agreement for Professional Services-Design Professional***) the successful proposer will be expected to execute. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

**Labor Code:** The Consultant shall comply with Sections 3700 et esq. of the labor code of the State of California, requiring every employer to be insured against liability for worker's compensation.

**Insurance:** Requirements as indicated in **Attachment A**. The Consultant shall provide Commercial General Liability Insurance and Comprehensive Automobile Liability each in the amount of at least \$1,000,000 and Professional Liability Insurance in the amount of \$1,000,000. Provide Worker's Compensation with statutory limits of liability and Employer's Liability coverage with minimum \$1,000,000 limits of liability. For General Liability and Automobile coverage name the City of Atwater as Additional Insured. For the Worker's Compensation coverage provide a Waiver of Subrogation naming the City of Atwater as Additional Insured.

**Conflict of Interest:** The Consultant must be aware of and comply with conflict of interest rules, including the California Political Reform Act and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

If the proposer holds no City committee appointment or other relationship, the proposal should simply state that in response to this item.

**Key Personnel:** The Consultant shall specifically identify and assign Key Personnel to the project, who must remain for the duration of the project. Selection will be based partially upon the qualifications of the identified Key Personnel.

**Ownership of Work Product:** The City shall receive the work products, including reports and studies, throughout the course of the project. Consultant shall not have exclusive rights to the work, or charge for dissemination uses of any kind. Consultant may use the work product after completion.

**DBE Requirements:** The Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of the contract, and shall take all necessary and reasonable steps to facilitate participation by DBE firms for such assurance.

The City has established a **DBE Goal of 5%** for the Traffic Signal/Coordination Design Services for Federally Funded Projects. The Consultant must meet the goal by using DBE's, or document a good faith effort to meet the contract goal. Good faith efforts shall be documented and verified on "Exhibit 15-H DBE Information – Good Faith Efforts" form. If DBE sub-consultant is unable to perform and the goal is not otherwise met, the consultant must make a good faith effort to replace him/her with another DBE sub-consultant to the extent needed to meet the goal.

As such, the City encourages teams submitting proposals to incorporate the use of DBE firms as part of their team. With each Federally Funded Project, the selected consultant will be required to submit Exhibit 10-O1 indicating local agency consultant DBE commitment.

## **VIII. FORM AND CONTENTS OF FULL PROPOSAL**

All required contents must be submitted in **paper** form. Electronic submittals of required elements, or reference to websites or other publications, are unacceptable and will cause the proposal to be deemed incomplete and rejected in the preliminary screening for completeness.

Overly elaborate proposals will be construed as a lack of cost consciousness and will not be looked upon favorably. Proposals are more likely to be viewed favorably if they are brief, concise, and specific. Incomplete proposals may be rejected as non-responsive.

Each Consultant proposal shall include the items below **in the following order:**

- A. Cover letter stating interest in the work and ability to perform identified scope of work (include primary contact information with email address), the Consultant shall sign the proposal;
- B. Statement of ability to execute contract in the form attached;
- C. Details of previous experience and expertise with proposed scope of work and full project management, including a description of three such projects (the Consultant shall demonstrate expertise in the ***Scope of Services*** items);
- D. Names and qualifications of key personnel assigned for the duration of the project, including resumes and amount of proposed time committed. The date of licensing as a professional Engineer in California shall be identified for each team member as applicable. Provide an organizational chart for the project that identifies each team

- member and his or her responsibilities. Inclusion of any proposed sub-consultants;
- E. Names and qualifications of sub-contractors, if any, including resumes of key sub-contractor personnel;
  - F. Proposed Scope of Work and Schedule:
    - 1) Outline of proposed activities by task;
    - 2) Estimated schedule of proposed tasks to completion-a timeline (calendar days) indicating the various milestones of the process including project deliverables starting from the City Council approval of the contract. Please include time required for contract execution, acquisition of insurance certificates;
    - 3) Identification of project tasks/constraints beyond the Consultant's control;
    - 4) Identify tasks/services needed by not noted under "**Scope of services**" above;
  - G. Statement of understanding/certification and compliance with the Insurance requirements, including revised cancellation clause.
  - H. Statement of understanding/certification and compliance with the Conflict of Interest requirements, response, as noted above;
  - I. Three (3) references for projects with experience with assigned key personnel including references' name, address, email address and telephone number;
  - J. Fee proposal and budget, conforming to the "Method of Compensation" above [one (1) copy].

Responses to this requires for proposals shall be in the form and format stated within the request. Any exceptions to the requirements stated herein shall be clearly stated in the submittal, and may be grounds for being declared non-responsive. All correspondence or communications in reference to this Request for Proposal shall be directed to Scott McBride.

The Consultant shall sign the proposal. Please send/deliver **five (5) copies** of the proposal (one copy of the fee schedule & budget in separate, sealed envelope) to:

CITY CONTACT:

Scott McBride  
Community Development Director  
City of Atwater  
750 Bellevue Road  
Atwater, CA 95301  
P: 209-357-6369  
F: 209-356-3168  
[smcbride@atwater.org](mailto:smcbride@atwater.org)

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City of Atwater reserves the right to reject any or all proposals submitted and the City reserves the right to waive any irregularities in the proposals.

The City may develop a short list and schedule interviews or make an award based on proposals alone.

Should your firm be interested in submitting a proposal for this project, please forward to the City of Atwater, Attn: City Clerk Department - BID, 750 Bellevue Road, Atwater, CA 95301, **on or before 5:00 PM on December 2, 2015**. No Faxed Copies; Postmarks will not be accepted in lieu of actual delivery.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ATWATER AND**

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THIS AGREEMENT for consulting services is made by and between the City of Atwater ("City") and \_\_\_\_\_ ("Consultant") (together referred to as the "Parties") as of \_\_\_\_\_ (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until cancelled by either party or amended, Consultant shall complete the work described in Exhibit "A", unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

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

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

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

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

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit "B".
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed amount described in Exhibit "B". Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any

and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

#### **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, and employees, are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, and employees,. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the City per standard ISO ACORD form wording.

#### **4.3 Professional Liability Insurance.**

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

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

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

#### **4.4 All Policies Requirements.**

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

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance evidencing required policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those certificates. All copies of policies and

endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

**4.4.4 Wasting Policies.** Except for Professional Liability insurance policy, no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** With respect to Commercial General and Auto Liability insurance coverage only, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

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

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

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, and authorized agents from and against any and all liability, loss, damage, claims,

expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's negligence or willful misconduct in its performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify, to the extent caused by Consultant's negligence or willful misconduct, shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

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

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

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

**Section 8. TERMINATION AND MODIFICATION.**

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

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

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

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by **Community Development Director McBride** ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

\_\_\_\_\_

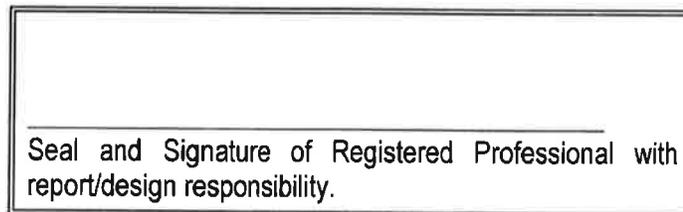
\_\_\_\_\_

\_\_\_\_\_

Any written notice to City shall be sent to:

**Community Development Director**  
**Scott McBride**  
**750 Bellevue Road**  
**Atwater, CA 95301**

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



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

Exhibit "A"      Scope of Services  
Exhibit "B"      Fee Schedule

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

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

CITY OF ATWATER

CONSULTANT

\_\_\_\_\_  
**Frank Pietro, City Manager**

Attest:

\_\_\_\_\_  
**Jeanna Del Real, CMC  
City Clerk**

Approved as to Form:

\_\_\_\_\_  
**Thomas Terpstra, City Attorney**

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**FEE SCHEDULE**

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of \_\_\_\_\_%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names, addresses and phone numbers of firms selected for the work above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**



November 2, 2015

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of November 9, 2015

**AMENDING RESOLUTION 2095-05 REGARDING RESERVE  
FIREFIGHTER PROGRAM TO INCLUDE PORTAL TO PORTAL  
COMPENSATION WHILE AWAY FROM OFFICIAL DUTY STATION AND  
ASSIGNED TO AN EMERGENCY INCIDENT**

**RECOMMENDATION:**

It is recommended that the City Council consider:

- Adopting Resolution No. 2866-15 amending Resolution No. 2095-05 regarding Reserve Firefighter Program to include portal to portal compensation (beginning at the time of dispatch to the return to their jurisdiction when equipment and personnel are in service and available for agency response) while away from their official duty station and assigned to an emergency incident.

**BACKGROUND:**

In the past the City of Atwater Volunteers/Reserves were compensated while assigned to an emergency incident, in support of an emergency incident, or prepositioned for an emergency response while in the course of their employment and away from their official duty station(s).

**ANALYSIS:**

City of Atwater Fire Department Reserves will be compensated according to the amended Program Guidelines and Procedures (Resolution 2866-15) and/or other directive that identifies personnel compensation in the workplace.

The City of Atwater will maintain a current salary survey or acknowledgement of acceptance of the "base rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.

**FISCAL IMPACT:**

There is no fiscal impact to the city.

**CONCLUSION:**

This staff report is submitted for City Council consideration and possible action.

Respectfully submitted,

*/s/ Mark Pimentel*

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Mark Pimentel  
Battalion Chief