



**City of Davis City Manager's Office
23 Russell Boulevard, Suite 1 – Davis, California 95616
530-757-5602 –www.cityofdavis.org**

**Request for Proposals (RFP)
For Citywide Fiber Optic Network Feasibility Study**

All responses shall be submitted electronically (PDF/zip file via email with confirmed electronic receipt or flash drive via mail/delivery preferred) and returned to:

Diane Parro
C/o City Clerk's Office
23 Russell Blvd
Davis CA 95616
clerkweb@cityofdavis.org

RFP DEADLINE: Responses must be received no later than **3:00 PM PT on Monday, October 31, 2016**. The outside of any envelope or package must clearly indicate the name of the project, "RFP for Citywide Fiber Optic Network." Likewise, an email must show "RFP for Citywide Fiber Optic Network" in the Subject line.

The name and address of the Respondent must be clearly printed on the outside envelope or package.

INQUIRIES: All inquiries or questions must be directed to Diane Parro, Chief Innovation Officer, Office: (530) 757-5648, or email: clerkweb@cityofdavis.org.

Table of Contents	Page
1. Introduction	1
2. Background	1
3. Scope of Work	2
4. Materials/Services provided by City	3
5. Submittal Requirements	3
6. Deliverables and Reports	5
7. Evaluation Criteria	6
8. Selection	6
9. Project Timetable	7
Attachment A - Appendix	8
Attachment B - Sample Agreement	9
Attachment C- Maps of Adjoining Neighborhoods	34

City of Davis

Broadband Advisory Task Force

Citywide Fiber Optic Network
RFP for Feasibility Study Report

September 8, 2016

City of Davis
Broadband Advisory Task Force
23 Russell Boulevard
Davis, CA 95616

1. Introduction

The City of Davis (“the City”) established a Broadband Advisory Task Force (BATF) to study options for improved broadband access for the City, and to recommend to the City Council a future course of action. The Task Force was launched in March 2016, with eight members appointed by community organizations and two general community members appointed by the City Council.

The intent of this Citywide Fiber Optic Network RFP is to: hire a qualified firm to examine options and produce a Feasibility Study Report (“study”) with a market analysis and development plan inclusive of the engineering, construction, operating and business requirements as detailed in the Scope of Work; and to stimulate creative discussions surrounding the overall concept and feasibility of a Fiber to the Premise (FTTP) high speed network within the City of Davis.

2. Background Information

Davis is a community of approximately 68,000 residents located in an active agricultural area in California’s Central Valley and is approximately 10 square miles of dense (close to 7,000 residents per square mile), level, Class-2 agricultural soils with a near-total absence of any bedrock within 25 feet of ground level. Davis is also home to the University of California at Davis (UCD) consisting of a student population nearing 36,000. First-year college students at UCD enjoy high-speed Internet, voice and TV services from on-campus housing, though the vast majority of students reside in off campus Multi-Dwelling and Single Family Units (MDU/SFU).

The economic base for the City is supported largely by UCD and the State of California, due to its proximity to Sacramento, CA. However, the City has a growing entrepreneurial network and industrial makeup well represented by agriculture, biotech, robotics, solar, and high-tech manufacturing businesses, as well as typical retail businesses for a community of this size. UCD, as a major public research University, encourages business development within the City through its technology transfer Venture Catalyst programs, and affiliated business incubators. The City also boasts a technology-minded Davis Joint Unified School District (DJUSD) serving over 8500 students in Pre-K through high school at 17 school sites, and a Yolo County Library supporting substantial public computer and internet use.

Major ISPs in the City include Comcast, AT&T, Omsoft and Davis Community Network (DCN, a 501c3 non-profit) with service offerings that vary widely based on location within the City. In the summer of 2014, the City published a Request for Expressions of Interest (RFEI) for a FTTP deployment, which spurred a local group of citizens to form an ad hoc citizens group, DavisGIG. Partially at the recommendation of DavisGIG, the City formed the BATF to investigate the feasibility of building out a FTTP network to all homes and businesses in the City. Please see Attachment A – Appendix for additional reference information.

3. Scope of Work

The study should provide an analysis of options for engineering, constructing, provisioning and operating a high speed citywide FTTP network. It should feature both physical and network transport layer components required to pass and potentially connect every home, business, apartment complex, and institutional building within the City of Davis. The analysis should also consider future use at strategic infill and edge points around the City in order to support network growth through the coming decades. In addition, the proposal should include an optional task to provide analysis and options necessary to support future interconnections to neighborhoods outside City limits and as a base for agricultural uses in the greater unincorporated adjoining county farmland as depicted in the maps found in Attachment C.

- 3.1. The study shall consider at least, but not be limited to, the following classes of business model alternatives and appropriate variations within each model:
 - 3.1.1. INFRASTRUCTURE PROVIDER – the City provides conduit and dark fiber services for lease to community organizations, businesses and broadband providers, which use the fiber to connect to one another and to data centers to reach the internet, cloud services and other content networks;
 - 3.1.2. OPEN-ACCESS PROVIDER – the City owns the fiber optic network and equipment needed to create a broadband network and may operate said network itself or in contract with others on its behalf. Content is typically resold from other providers;
 - 3.1.3. PUBLIC-PRIVATE PARTNERSHIPS – the City and one or more private organizations enter into a partnership to plan, fund, build, operate and maintain a broadband network within the municipality’s jurisdiction.

- 3.2. Based on similar work done for comparable jurisdictions, responses should address the following aspects at a minimum, and include a summary comparing the different business models. Include any items that your company’s expertise tells you should be part of a FTTP Feasibility Study that isn’t specifically included below:
 - 3.2.1. Services Provided may include (not limited to):
 - a. Internet Based Live Television (IPTV)
 - b. Traditional Broadcast Live Television (RF Video)
 - c. Video on Demand (VOD)
 - d. Telephone services (VoIP)
 - e. Internet services (ISP, email, web hosting, etc.)
 - f. Security and authentication requirements for business
 - g. Bandwidth on Demand (BOD)
 - h. High speed bandwidth (in excess of symmetrical 100 megabits).
 - i. Supervisory Control and Data Acquisition (SCADA)/smart grid.
 - 3.2.2. Customers Serviced (Residential, Business, City Government, University, Wholesale...).
 - 3.2.3. Funding Required (Financing options to include, but not limited to: general obligation bonds, revenue bonds, utility taxes, public/private partnerships and grants).
 - 3.2.4. Competing with Incumbent Providers (expected competitive response).
 - 3.2.5. Operational Requirements/Costs (including ongoing maintenance costs for both Central Office and Customer Premise Equipment).

- 3.2.6. Customer Premise (End-user) equipment lifetime costs for hardware refreshes.
- 3.2.7. Pre-engineering study(s) at sufficient depth to estimate costs and approximate implementation timeframes for the network.
- 3.2.8. Regulatory/Legal Requirements (Note any potential legal obstacles or risks that may be encountered in the creation of the network and the provisioning of the services).
- 3.2.9. Revenue Generation
- 3.2.10. Financial Risk
- 3.2.11. Execution Risk
- 3.2.12. Completion Options (implementation schedule and phasing, if necessary).
- 3.2.13. Take Rate - one, three and five year projections.
- 3.2.14. Projected profit and loss statements, balance sheets – expected and worst case models.
- 3.2.15. Key milestones with periodic status meetings (minimum three) identified through work plan.
- 3.2.16. Provision of all assessments and recommendations with the final study which will include presentation(s) Q&A of the completed FTTP Feasibility Report to the City of Davis Broadband Advisory Task Force, and City Council.

4. Materials and/or Services to be provided by City of Davis

- 4.1. Demographic profile
- 4.2. Number of households
- 4.3. Current aerial images and necessary maps of Davis.
- 4.4. Existing fiber infrastructure - City is in process of mapping its existing conduit infrastructure.
- 4.5. General site visit
- 4.6. Information regarding city communications/infrastructure.

5. Request for Proposal Submittal Requirements

The following will be considered minimal contents of the proposal. Please read this entire RFP and all enclosures before preparing your response. Respondents should seek clarification of any requirements they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason for submitting a non-responsive submittal.

- 5.1. Any clarification desired by respondent regarding the meaning or interpretation of this RFP must be requested in writing by email not later than **Thursday, September 29, 2016**. Responses to questions will be sent as an addendum via email by the City to all RFP recipients.
- 5.2. Respondents should address any issues or questions via email to: Diane Parro, Chief Innovation Officer, clerkweb@cityofdavis.org.
- 5.3. Respondents should address every item listed in this RFP. Brevity and clarity are encouraged. Responses that do not comply with all requirements of this RFP, including the submittal deadline, will not be considered.
- 5.4. The respondent must provide three hard copies, with wet signatures by an authorized representative, containing all relevant documents the respondent wishes to have considered as part of the evaluation of their response. In addition, pdf copies of the proposal and all supporting documents are to be emailed to the contact in section 5.2 above prior to the deadline.

- 5.5. Responses shall not exceed 60 pages, but will preferably provide a full response in fewer pages. Type font size shall be no smaller than 12 point. No cover letter is necessary. Maximum page number does not include any additional attachments or materials submitted with the response, however overall submittal should not exceed 100 pages.
- 5.6. Responses shall include a statement signed by an owner, officer, or agent of the Respondent who is authorized to commit its firm, acknowledging and accepting the terms and conditions of this RFP.
- 5.7. Responses shall include the following minimum information about the firm or individual:
- 5.7.1. Company Information:
- a. Name of Firm
 - b. Address of Firm
 - c. Telephone & Fax Numbers
 - d. E-Mail Address
 - e. Primary Contact Person
 - f. Organization Chart
 - g. Legal Structure (corporation, partnership, joint venture, etc.)
 - h. Size of Firm / Staff
 - i. Years in Business
 - j. Brief History of Firm
 - k. Listing and brief description of all contracts in progress and completed for similar type of work for public agencies as outlined in this RFP, with particular emphasis on financial, marketing and network architecture for fiber based networks.
- 5.7.2. If firm is a partnership or association, a listing of all of the partners, general partners, or association members known at the time of submission, who will participate in the contract if awarded must be included.
- 5.8. Staff qualifications: Provide the names and contact information for key personnel who will be assigned to the project. Detail their training and relevant work experience as related to the scope of the feasibility study requested by this RFP. Note: No change in key personnel assigned to the project will be permitted without prior approval of the City.
- 5.9. References: Provide a list of at least three references familiar with respondent's previous work related to the work outlined in this RFP. List should include most current contact information for each reference.
- 5.10. Sub-consultants: Respondents should identify all consultants whom they propose for this contract of services and include their contact information and qualifications. Qualifications should include all information listed in 5.7 above. Specify what roles the sub-consultants will perform.
- 5.11. Cost Proposal: Provide a cost proposal detailing the full cost of the development and production of the technical study. Include cost proposal as an Excel spreadsheet attached as an appendix to the RFP response (Note: cost proposal does not count in RFP page limit). Break cost proposal down by the following:
- 5.11.1. Labor Costs: Indicate labor classification (position) and corresponding

estimated hours, related hourly rate, and total labor costs for each position.

Indicate the total estimated hours and direct labor calculated. Include costs for both prime and sub-consultants.

5.11.2. Overhead Costs

5.11.3. Travel Expenses

5.11.4. Other Reimbursable Expenses: Any expenses associated with the development and production of study, including any fees for the collection and analysis of pertinent data.

5.11.5. Preferred pricing will identify fixed cost bids with a menu of necessary and optional services.

5.12. Goals, objectives and project tasks to demonstrate the respondent's view of the project and exhibition of respondent's knowledge and expertise regarding FTTP networks.

5.13. Demonstrated ability to analyze and interpret the regulatory and legal landscape and provide guidance on the regulatory hurdles of different delivery options.

5.14. Detailed work plan identifying the tasks to be accomplished and the budget hours to be expended for each task and subtask. This will be used as a work plan and managing tool for basis of invoicing.

5.15. Availability for interview(s) on request.

6. Feasibility Study Deliverables and Reports

The selected firm(s) or individual will be expected to provide the following deliverables and reports:

- 6.1. Weekly updates with City, either written or verbal, on the status of the project.
- 6.2. Project calendar with key tasks, dates and responsible parties – updated on a regular basis.
- 6.3. Periodic updates with the City's Broadband Advisory Task Force (BATF).
- 6.4. Verification/finalization of study scope and the three business model scenarios to be considered.
- 6.5. Draft feasibility study submitted to City staff and the BATF for review and comment.
- 6.6. Presentation of the draft feasibility study to the BATF.
- 6.7. Final version of study will be submitted after review of the draft feasibility study by City staff and the BATF. Final draft should include all annexes, pro-forma analyses, Excel spreadsheets and additional documentation that were utilized in the development of the study.
- 6.8. Presentation of final study, findings and results to the BATF and the City Council.

7. Evaluation Criteria

The City and the BATF will evaluate all proposals received by the deadline. Responses will be screened and selected by City and BATF representatives, including but not limited to staff, BATF members and advisory consultants, to determine which firms/individuals complied with submittal requirements and meet the minimum criteria. The representatives will then review the eligible responses and rank the firms/individuals. The firm/individual will be notified electronically via email if it has been selected. Factors upon which proposals will be evaluated and ranked include, but are not limited to:

- a. Expresses understanding of the project
- b. Qualifications of the represented company and its personnel
- c. Project work plan and timeline
- d. Overall cost
- e. Oral presentation (if required).

8. Selection

- 8.1. This RFP includes the explanation of the City's needs, which must be met.
- 8.2. This RFP and all materials submitted in response to this RFP will become the property of the City.
- 8.3. The submission of a response to this RFP does not commit the City to award a contract for the services requested or to pay costs incurred in the preparation of responses to this RFP.
- 8.4. The City reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and sent directly to respondents via email. The City, in its sole discretion, may determine that a time extension is required for submission of responses to this RFP, in which case such addenda shall indicate a new RFP submission deadline. The City reserves the right to waive inconsequential deviations from stated requirements.
- 8.5. The City and BATF intend to conduct review of proposals during November and may tentatively select a consultant by December 31, 2016.
- 8.6. Firms selected will be notified by phone and email once the review is completed.
- 8.7. Upon initial selection of the consultant, the City will enter into negotiations with the selected consultant to develop a Professional Services Agreement (PSA) and finalize the work plan including budget hours, performance milestones and deliverables.
- 8.8. **Should the City and the selected consultant fail to satisfactorily reach an agreement on the work plan including budget, they may enter into negotiations with the respondent judged second in the evaluation process, or the City may re-advertise for proposals. The City reserves the right to reject any and all proposals regardless of merit.**
- 8.9. Respondents not selected will be notified by email upon execution of a contract with the selected consultant.
- 8.10. Clarifications will be sent by email to all parties. Each respondent must provide the City with electronic contact information in response to this RFP.
- 8.11. Alteration of Terms and Clarifications. It is mutually understood and agreed that no alteration or variations of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the City and selected firm/individual, and that no oral

understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between said parties hereto, shall be binding.

- 8.12. All responses shall remain valid for a period of not less than 120 days from the submission.
- 8.13. The City reserves the right to retain all responses submitted and use any ideas included in a response regardless of whether that response is selected.**
- 8.14. City reserves the right to contact individual respondents for clarifying information any time during the RFP process.
- 8.15. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- 8.16. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal.
- 8.17. Respondents' personnel policies shall be made available to the City upon request.

9. Project Timetable

RFP published:	Thursday Sept. 8, 2016
Notice of Intent to Respond:	Thursday Sept. 22, 2016
RFP respondent questions due:	Thursday Sept. 29, 2016
Answers to questions distributed:	Friday Oct. 14, 2016
Proposals Due:	Monday Oct. 31, 2016 at 3:00 p.m. PT
Interviews as needed:	TBD
Award of contract and proposal negotiation commencement:	TBD

The City of Davis will make reasonable attempts through email to notify respondents of changes to the schedule.

NOTE: If a respondent does not notify the Client or the City of its intent to respond and provide an e-mail address for contact, they may not receive answers to the questions received from other respondents. This does not disqualify them from responding by the RFP due date; however they may not have the benefit of the provided answers.

All proposals must be received by 3:00 PM Monday October 31, 2016.

City of Davis Disclaimer

The City of Davis makes no intention or implied expression beyond what is specifically listed and enumerated in this RFP.

**Attachment A
Appendix**

1. Demographic Information - <http://cityofdavis.org/business/demographics>
2. City of Davis Maps - <http://cityofdavis.org/business/maps>
3. Yolo Broadband Strategy - <http://www.yolocounty.org/general-government/yolo-lafco/shared-services/yolo-broadband/download-the-final-plan-here>
4. City of Davis RFEI For Utilization of City Infrastructure to Install a Communications Network (Ultra High Speed Broadband Fiber Citywide)
<http://documents.cityofdavis.org/Media/Default/Documents/PDF/CityCouncil/Broadband-Advisory-Task-Force/Agendas/20160525/6A-Broadband-Feasibility-Study-RFP.pdf>

Attachment B
CITY OF DAVIS
SAMPLE AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the CITY OF DAVIS, a municipal corporation existing under the laws of the State of California, hereinafter referred to as “City,” and _____, a _____, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, Consultant desires to perform and assume responsibility for the provision of certain services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [INSERT TYPE OF SERVICES] services to public clients and is familiar with the plans of the City with respect to the Project, as defined below.

WHEREAS, the City desires to engage Consultant to render such services in connection with the [INSERT NAME OF PROJECT] project (“Project”) as set forth in this Agreement.

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES AND TERM.

1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, services, and incidental and customary work necessary to fully and adequately perform the [INSERT TYPE OF SERVICES] services necessary for the Project (“Services”). The Services are more particularly described in **Exhibit A**. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. In the event of a conflict between a provision in this Agreement and a provision in **Exhibit A** or in any other exhibit to this Agreement, the provision in this Agreement shall control.

1.2 Facilities, Equipment, and Other Materials. Except as specifically provided in **Exhibit B**, Consultant shall, at its sole cost and expense, furnish all facilities, tools, equipment, and other materials necessary for performing the Services pursuant to this Agreement. The City shall furnish to Consultant only those facilities, tools, equipment, and other materials specifically listed in **Exhibit B**, according to the terms and conditions set forth in that exhibit.

1.3 Schedule of Services. Consultant shall perform the Services expeditiously and in accordance with the Schedule of Services set forth in **Exhibit C** and any updates to the Schedule of Services approved by the City. Time is of the essence in the performance of this Agreement. Consultant's failure to perform any Service required under this Agreement within the time limits set forth in **Exhibit C** shall constitute a material breach of this Agreement.

1.4 Term. The term of this Agreement shall begin on the date the City Council approves this Agreement and shall expire upon completion of the Services or when terminated as provided in Article 5.

2. PROJECT COORDINATION.

2.1 City's Representative. The City hereby designates the City Manager to act as its representative for the performance of this Agreement. The City Manager shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates **[INSERT NAME]** as the "Project Manager," who shall supervise the progress and day-to-day performance of this Agreement.

2.2 Consultant's Representative. Consultant hereby designates **[INSERT NAME OR TITLE]** to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services under this Agreement, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services to be performed under this Agreement. Should the Consultant's Representative need to be substituted for any reason, the proposed new Consultant's Representative shall be subject to the prior written acceptance and approval of the Project

Manager. The Consultant shall not assign any representative to whom the City has a reasonable objection.

2.3 Coordination of Services. Consultant agrees to work closely with City staff in the performance of the Services and shall be available to City staff at all reasonable times.

3. RESPONSIBILITIES OF CONSULTANT.

3.1 Independent Contractor. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Nor shall any additional personnel performing the Services under this Agreement on behalf of Consultant be employees of the City; such personnel shall at all times be under Consultant's exclusive direction and control. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement.

3.2 Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of 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, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3 Conformance to Applicable Requirements. All services performed by Consultant shall be subject to the Project Manager's review and approval. Consultant shall furnish City with every reasonable opportunity to determine that Consultant's services are being performed in accordance with this Agreement. The City's review of Consultant's services shall not relieve Consultant of any of its obligations to fulfill this Agreement as prescribed.

3.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal

competence upon the City's written approval. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **[INSERT NAMES OF KEY PERSONNEL]**.

3.5 Licenses and Permits. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Davis Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement, at Consultant's sole cost and expense.

3.6 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.7 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement and in accordance with the language of Section 6.3,

from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.9 Non-Discrimination. No discrimination shall be made in the employment of persons under this Agreement because of that person's race, color, national origin, ancestry, religion, age, marital status, disability, gender, sexual orientation, or place of birth.

3.10 Insurance.

3.10.1 Time for Compliance. Consultant shall not commence the performance of Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required herein. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required herein. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of this Agreement. Such insurance shall meet at least the following minimum levels of coverage:

3.10.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (a) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (b) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and

(c) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3.10.2.2 Minimum Limits of Insurance. Consultant shall maintain limits no less than: (a) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (b) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (c) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.10.3 Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.10.4.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (a) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work; and (b) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not be called upon to contribute with it in any way.

3.10.4.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (a) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Consultant or for which Consultant is responsible; and (b) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not be called upon to contribute with it in any way.

3.10.4.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Consultant.

3.10.4.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (a) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City; and (b) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.5 Separation of Insureds; No Special Limitations. All insurance required herein shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers;

or (b) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.10.8 Verification of Coverage. Consultant shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (a) adequate life protection and life saving equipment and procedures; (b) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (c) adequate facilities for the proper inspection and maintenance of all safety measures.

3.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to

examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.13 Use of Recycled Paper. Consultant shall comply with the City's policy on the use of recycled paper, as set forth in **Exhibit E** of this Agreement.

4. FEES AND PAYMENT.

4.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for Services rendered under this Agreement at the rates set forth in **Exhibit D**. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** (**[\$[INSERT NUMERICAL DOLLAR AMOUNT]]**) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

4.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates tasks completed during the month, hours of services rendered by Consultant during the month, and supplies provided during the month. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

4.3 City's Right to Withhold Payment. The City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services past the milestones established in the Schedule of Services (**Exhibit C**), or other defaults hereunder. Consultant shall not stop or delay performance of Services under this Agreement on account of payment disputes with the City, provided that the City continues to make payment of undisputed amounts.

4.4 Payment Disputes. If the City disagrees with any portion of a billing, the City shall promptly notify Consultant of the disagreement, and the City and Consultant shall attempt to resolve the disagreement. The City's payment of any amounts shall not constitute a waiver of any disagreement and the City shall promptly pay all amounts not in dispute.

4.5 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses except as specifically set forth in **Exhibit D**.

4.6 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City Manager.

4.7 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 1600 *et seq.* (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are 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 such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make available to interested parties upon request, copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services, and shall post copies at the Consultant’s principal place of business and at the Project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless pursuant to the indemnification provisions of this Agreement and in accordance with the language of Section 6.3, from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.8 Living Wage Ordinance.

4.8.1 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.

4.8.2 Prior to commencement of any work under this Agreement, Consultant and all subconsultants that are subject to the requirements of Chapter 15.20 will provide certification in a form satisfactory to the City that Consultant and subconsultants 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.

4.8.3 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.

4.8.4 Consultant shall include the requirements of Chapter 15.20 in any and all agreements with subconsultants hired to provide services pursuant to this Agreement. Any and all subconsultants retained by Consultant to provide services pursuant to this Agreement that employ six or more employees and receive \$25,000 or more for 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 subconsultant 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.

5. SUSPENSION AND TERMINATION.

5.1 Suspension. The City may suspend this Agreement and Consultant's performance of the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant

will be paid for satisfactory services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

5.2 Termination for Cause.

5.2.1 If Consultant at any time refuses or neglects to prosecute its services in a timely fashion or in accordance with the Schedule of Services, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without the City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

5.2.2 If Consultant fails to cure the default within seven (7) days after written notice thereof, the City may, at its sole option, take possession of any documents and data (as more specifically described in Section 6.1) or other materials (in paper and electronic form) prepared or used by Consultant in connection with the Project and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

5.2.3 In the event the City elects to terminate, the City shall have the right to immediate possession of all documents and data and work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Project is completely finished. At that time, if the expenses incurred by the City in obtaining the Services necessary to complete the Project exceed such unpaid balance, then Consultant shall promptly pay to the City the amount by which such expense exceeds the unpaid balance of the not-to-exceed amount reflected in Section 4.1. The expense referred to in the previous sentence shall include expenses incurred by the City in causing the Services called for under this Agreement to be provided by others, for attorneys' fees,

and for any costs or damages sustained by the City by reason of Consultant's default or defective work.

5.3 Termination for Convenience.

5.3.1 In addition to the foregoing right to terminate for default, the City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the not-to-exceed amount set forth in Section 4.1 which shall be calculated as follows: (1) payment for Services then satisfactorily completed and accepted by the City, plus (2) payment for Additional Work satisfactorily completed and accepted by the City, plus (3) reimbursable expenses actually incurred by Consultant, as approved by the City. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2), and (3) above. Consultant shall not be entitled to any claim or lien against the City or the Project for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 4.3 shall be applicable in the event of a termination for convenience.

5.3.2 If this Agreement is terminated by the City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

6. OTHER PROVISIONS.

6.1 Documents and Data.

6.1.1 Ownership of Documents. The City shall be the owner of the following items produced pursuant to this Agreement, whether or not completed: all data collected, all documents prepared, of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether performance under this Agreement has been completed or if this Agreement has been terminated prior to completion. Consultant shall not release any materials under this Section except after prior written approval of the City.

6.1.2 Copyright. No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

6.1.3 Release of Documents to City. Consultant shall deliver to the City all materials prepared by Consultant in connection with this Agreement, including all drafts, memoranda, analyses, and other documents, in paper and electronic form, within five (5) days of receiving a written request from the City.

6.1.4 Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with its performance under this Agreement are confidential until released by the City to the public, and Consultant shall not make any of these documents or information available to any individual or organization not employed by Consultant or the City without the written consent of the City before any such release.

6.2 Assignment; Successors. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the City. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

6.3 Indemnification.

6.3.1 Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys

fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above defense and indemnity obligations shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

6.3.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of the City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 6.3.1 that may be brought or instituted against the City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse the City for the cost of any settlement paid by the City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse the City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

6.3.3 Survival of Obligation. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

6.5 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim

procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

6.6 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: _____

 Attn: _____

City: City of Davis

 Davis, CA 95616
 Attn: _____

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

6.7 Incorporation by Reference. All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein.

6.8 City’s Right to Employ Other Consultants. The City reserves the right to employ other consultants in connection with this Project.

6.9 Construction; References; Captions. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of

Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

6.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

6.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.

6.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

6.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.14 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.

6.15 Interest of Subconsultants. Consultant further covenants that, in the performance of this Agreement, no subconsultant 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 subconsultants and the key personnel for such subconsultants 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.

6.16 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 subconsultants 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, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.17 Cooperation; Further Acts. The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

6.18 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

6.21 Entirety of Agreement. This Agreement contains the entire agreement of the City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

[Signatures on following page]

IN WITNESS WHEREOF, the City and Consultant have entered into this Agreement as of the date first stated above.

CITY OF DAVIS

CONSULTANT

By: _____

By: _____

Its: _____

Its: _____

Approved as to form:

Harriet A. Steiner
City Attorney

EXHIBIT A

SCOPE OF SERVICES

[Describe services to be performed by Consultant.

Do not simply attach proposal.]

EXHIBIT B

FACILITIES, EQUIPMENT, AND OTHER MATERIALS PROVIDED BY CITY

[Insert description of only those facilities, equipment and other materials provided by CITY—all materials not listed will be provided by Consultant.]

EXHIBIT C

SCHEDULE OF SERVICES

EXHIBIT D

PAYMENT

EXHIBIT E**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.

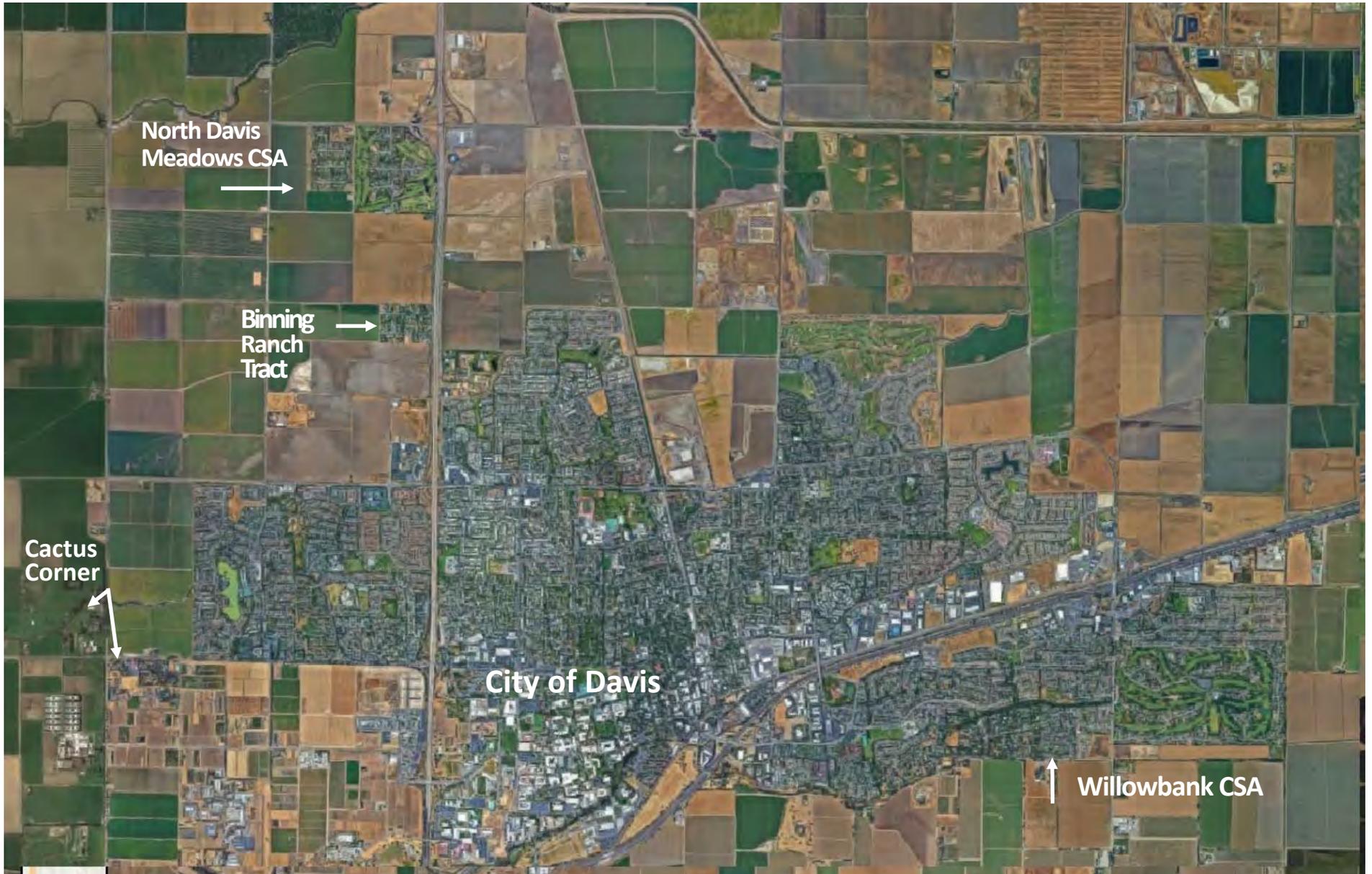
Recovered Paper Material means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wastes, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. 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.

Paper Category	Minimum Percentage of “Recovered Material”	Minimum Percentage of “Postconsumer Material”
High-speed Xerographic	50	10
Bond Paper	50	10
Cover Stock	50	10
Envelopes	50	10

ATTACHMENT C

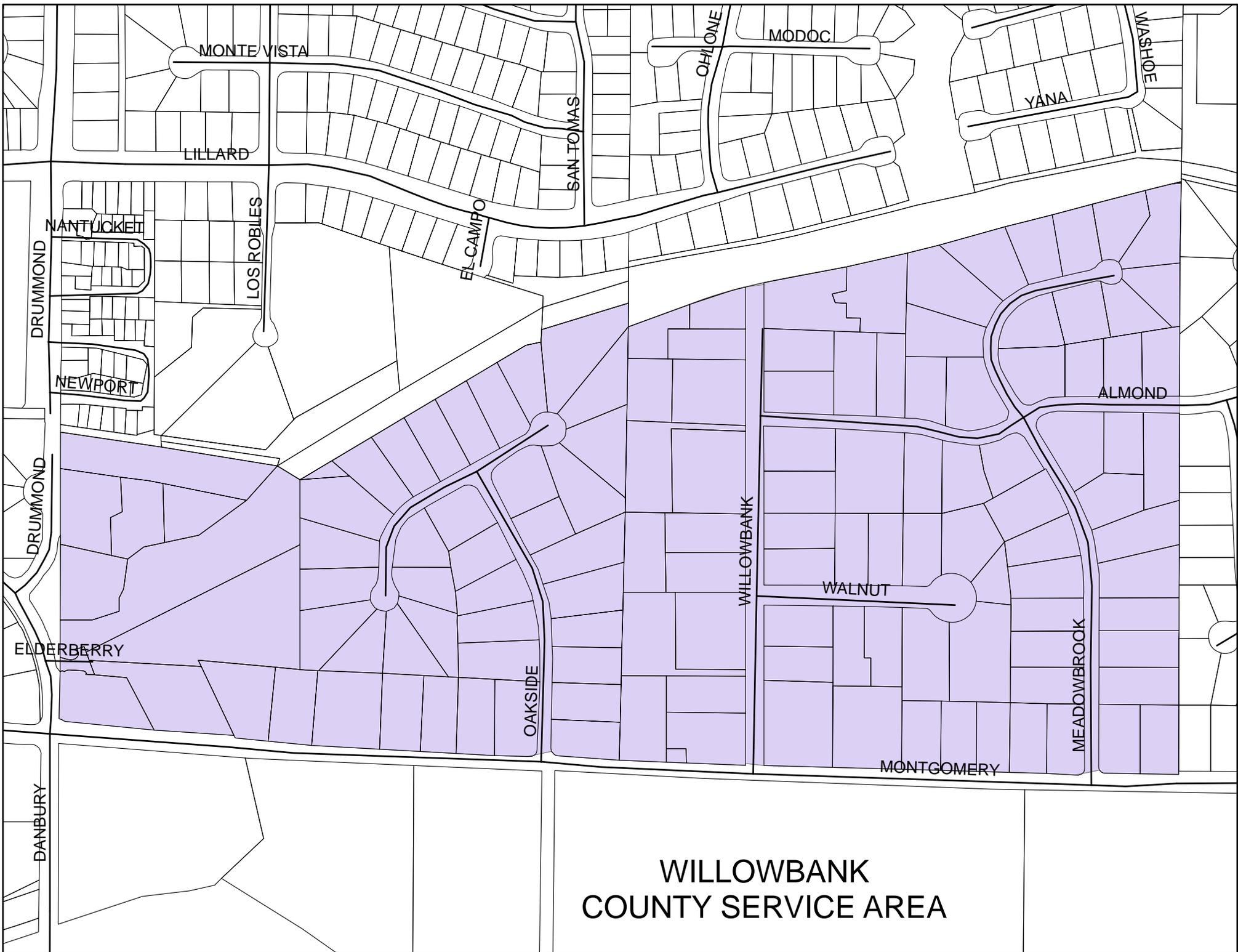
- 1.** Map of Adjoining Neighborhoods Considered for Possible Connection to a Davis Fiber Optic Network
- 2.** Map of Willowbank County Service Area
- 3.** Map of North Davis Meadows County Service Area
- 4.** Aerial of Binning Tract, Yolo County
- 5.** Aerial of Cactus Corner Area, Yolo County



**Citywide Fiber Optic Network
Feasibility Study RFP**

**Adjoining Neighborhoods Considered for Possible
Connection to a Davis Fiber Optic Network**

City of Davis



WILLOWBANK
COUNTY SERVICE AREA

COUNTY ROAD 29

GRANITE BAY

SILVERADO

BLACKHAWK

SPYGLASS

SPANISH BAY

COVEY

FAIRWAY

LARKSPUR

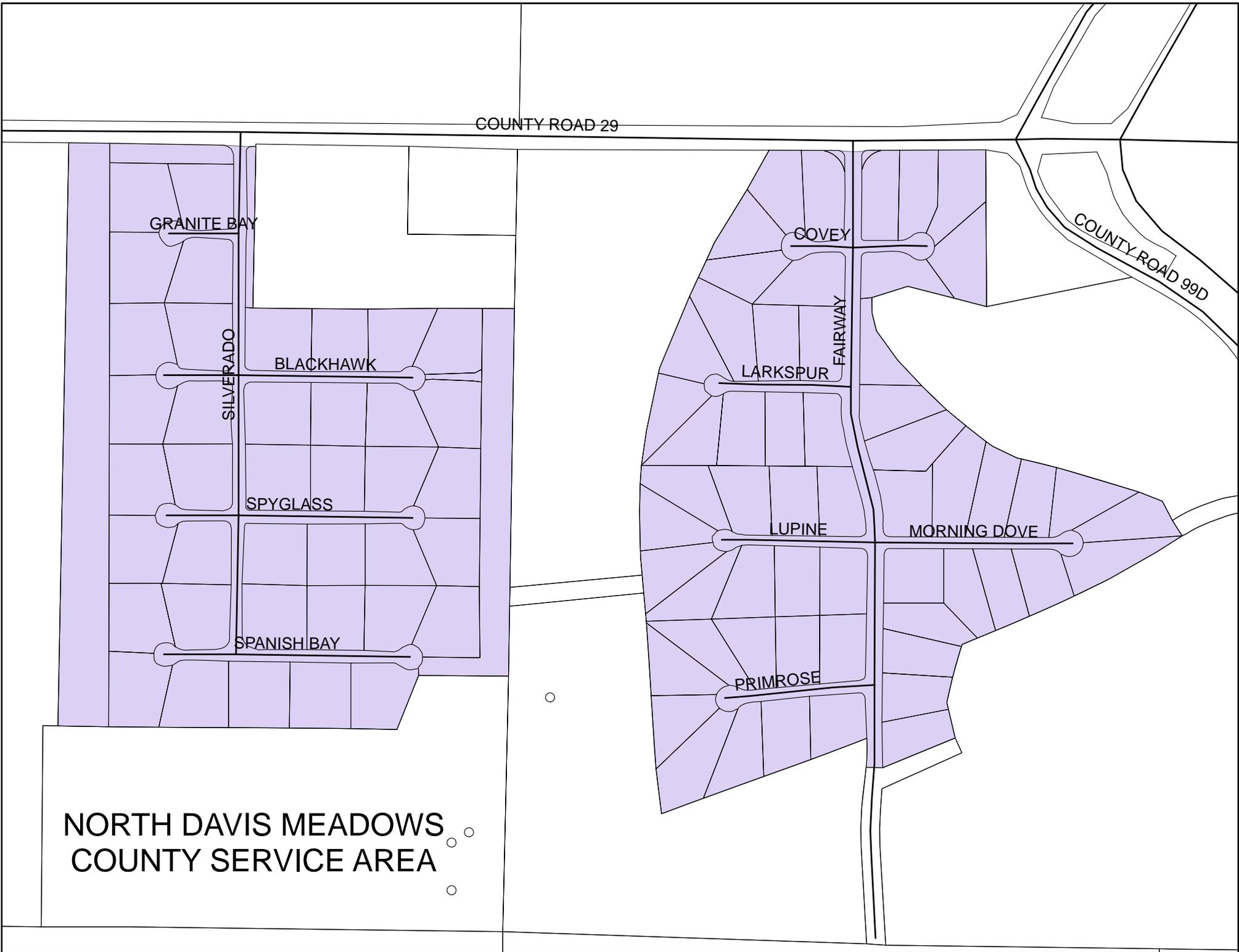
LUPINE

MORNING DOVE

PRIMROSE

COUNTY ROAD 99D

NORTH DAVIS MEADOWS
COUNTY SERVICE AREA





Citywide Fiber Optic Network Feasibility Study RFP

Aerial of Binning Tract, Yolo County

City of Davis
September 2016



Citywide Fiber Optic Network Feasibility Study RFP

Aerial of Cactus Corner Area, Yolo County

City of Davis
September 2016