



City of Davis

Request for Proposals for Laboratory Services for Wastewater and Pretreatment

Proposal Submittal Deadline: May 4, 2017

Contact Person:

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INTRODUCTION

The City of Davis (City) wishes to enter into a laboratory services agreement for the analysis of wastewater and other matrices. The initial contract will be for a period of one year from the date the standard agreement is signed. The contract may be extended annually but no more than four (4) extensions may be agreed to for a total contract time of five (5) years.

The City is seeking to receive proposals from qualified laboratories capable of providing laboratory analysis utilizing a wide range of methodologies within 40 CFR Part 136 Guidelines. Analytical capability includes but is not limited to: inorganic, organic and microbiology.

BACKGROUND

The City of Davis owns and operates a Wastewater Treatment Plant, currently discharging pursuant to Order No. R5-2010-0097 and Order No. R5-2010-0098 under National Pollution Discharge Elimination System (NPDES) Permit No, CA0079049. The existing treatment system design capacity is 7.5 million gallons per day (mgd) based on average dry weather flow and consists of the following:

For Discharge Point 001 – the treatment train consists of screening, aerated grit removal, primary sedimentation, activated sludge, secondary clarifiers, chlorination and dechlorination.

For Discharge Point 002 – the treatment consists of the same treatment as Discharge 001 in addition to a series of constructed wetland pond tracts. All the wetland tracts have recirculation capability. A stormwater lagoon in the wetlands is used in the winter months for treatment of stormwater runoff from the City’s core area and north and west sectors. Stormwater can be added to the wastewater tracts prior to discharge at 002.

Biosolids are anaerobically digested, dewatered on-site by screw press and dry biosolids are stored and disposed off-site.

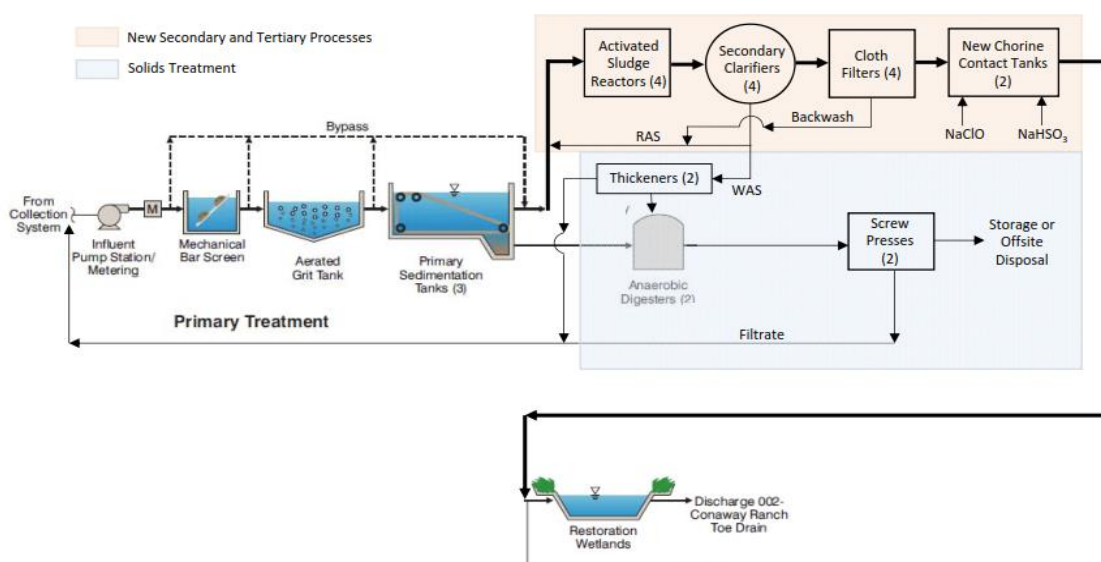


Figure 1 - Plant Process Schematic, Wastewater facilities: City of Davis, California

The City is requesting laboratories to submit qualifications for a wide range of analytical testing for various matrices such as: water, wastewater, wet sludge, and soil samples, etc.

ANALYSES

Laboratory tests required are listed in Table 1 (Attachment C). Table 1 includes parameters based on current NPDES permit requirements for both wastewater and pretreatment monitoring programs. However, due to changing regulations and testing needs, the City reserves the right to add or subtract analytical testing and sample volume at any time. Pricing will be negotiated if and when additional testing is needed but not listed in Table 1. Annual sample volumes are estimates only and may increase or decrease based on additional sampling events for special studies or process monitoring purposes.

SCOPE OF WORK

GENERAL SPECIFICATIONS

A. The Laboratory

The laboratory must be ELAP or Oregon ELAP (ORELAP in lieu of NELAP) certified. The proposal must include the EPA lab code, ELAP/ORELAP certificate number and expiration date. In addition, all analytical methods performed by each laboratory, and its subcontractors, shall be in accordance with 40 CFR, Part 136.

B. Management of Services and Expertise

The laboratory selected shall designate an experienced project manager to this project; such that all services called for in this RFP will be performed under the direction of this project manager. The project manager shall also serve as the key contact person for the City and its designee.

Please include in your proposal information on the laboratory's knowledge and expertise regarding current and upcoming regulations, and information on the laboratory's plans and capabilities to ensure regulatory compliance including QA/QC, sample analysis, reporting, and data storage.

The identification and utilization of specific key personnel through the life of the project are important factors in the City's consideration and selection process. Key personnel are defined as: the laboratory director, quality control manager and project manager. The City must be notified of any changes in identified key personnel after the award of the agreement, and provided with resumes prior to implementation of the change.

C. Sample Containers, Custody and Transfer

The contracted laboratory shall provide sample containers at no cost to the City, sampling instructions, and safety precautions. Sampling instructions shall include precautions for proper sampling techniques such as method specified de-chlorination, interference awareness, special preservatives, clean hands/dirty hands, etc.

The City may provide sample containers due to time or project constraints. Extra sampling containers shall be delivered and kept in supply at the City laboratory in the event immediate sampling is required. A minimum "stock on hand" shall be kept by the City. When supplies are requested, stock sample bottles, vials or other containers shall be sent to the City to meet the sampling needs.

Samples collected by City personnel will be stored and secured at the City of Davis Wastewater Treatment Plant (WWTP) laboratory, located at 45400 County Road 28H, Davis until release to the analytical laboratory. City personnel will complete chain of custody documentation.

The City will require the laboratory to provide a courier for transfer of samples from Davis to the laboratory. The courier will ensure the integrity of the samples and observe proper preservation requirements (e.g., temperature) during transport. The laboratory's courier service must be available from 8:00 AM to 3:00 PM, Monday through Friday, and be able to respond with twenty-four (24) hour prior notice. This service shall be provided at no extra cost.

In the event of an emergency or unscheduled necessary sampling, use of a national parcel service is acceptable provided that the contract lab supplies adequate shipping components (i.e. coolers and ice) and shipping labels. The City will pay for shipment of the samples to the laboratory. The laboratory shall return sample coolers and blue ice, and is responsible for shipping costs associated with returning these items to the City.

D. Sample Storage and Disposal

The City requires that samples be stored for a minimum of sixty (60) calendar days after the postmarked date of the final analytical report (or longer if required by State or EPA), and then disposed of by the laboratory at no extra cost. Samples are subject to chain-of-custody procedures until final disposal. If the City wishes to have samples returned, special requests will be made for those specific samples. This service shall be provided at no extra cost.

E. Holding Times for Samples

Analytical holding times will begin at the time of sample collection. The collection time for grab sample and the start time for composite sample will be noted on the chain-of-custody forms. All analyses must be completed within hold times required under 40 CFR Part 126.

The City will not pay for analyses performed outside of required hold times due to laboratory error but may request the results be reported within the required turnaround time. In addition, if hold times are not met due to Laboratory error, results from the re-sampling efforts by the City will be expedited at no extra charge to the City in order to meet the original timing for providing final results.

F. Turn-Around-Time

The City requires a standard turn-around-time of ten (10) working days for all sample submittals. The reviewed preliminary results shall be submitted electronically within the 10 working day window when available. Five (5) additional working days are allowed for the production and delivery of the final analytical report.

Turn-around-time will commence at the time of sample pick-up by the laboratory's courier. The laboratory must notify the City if it cannot meet these turn-around times. Notification must be made before the initial 10-day limit expires and must include an estimated time of completion. At the time of notification, the City will have the option to request that the analysis continue, or to refuse service, with no charges billed to the City.

If requested, the remainder of the properly preserved sample will be returned to the City at no extra cost.

Please provide a list of expedited turn-around times (24hr, 48hr and 5-day) and the associated cost multiplier for each time. Provide information with pricing in Attachment B.

G. Quality Control (QA/QC) Program

The City requires batch QA/QC data for each parameter when applicable, and to be included with all analytical reports package. The QA/QC batch data shall consist of:

- A method blank (MB),
- A laboratory control spike (LCS) and a laboratory control spike duplicate (LCSD)
- A matrix spike (MS), a matrix spike duplicate (MSD), and a sample duplicate (DU).
- The percent recoveries for LCS, LCSD, MS and MSD along with relative percent difference between the LCS and LCSD, the MS and MSD must be included with the QA/QC data.
- The laboratory shall provide QA/QC data at no additional cost.

In addition, the laboratory will keep and make available at the City's request, all records concerning QA/QC data and sample results. These include, but are not limited to raw data bench sheets, chromatograms and mass spectra reports.

The laboratory will document and explain in detail any analyses that exceed acceptable QA/QC limits. Each case will be considered by City staff to determine if re-analysis is required. Any re-analysis required due to unacceptable QA/QC results will be performed at no additional cost to the City.

H. Analytical Reports

A separate analytical report is required for each project. All reports shall include cover page with signature, analytical results, quality control (QC) data, copy of signed chain of custody (COC) and reports from subcontracted laboratories. One invoice for all work listed on the COC must be included in the report.

The laboratory must have the capability to export data files. The data files may be used to upload in the City laboratory information management system (LIMS) or the California Integrated Water Quality System (CIWQS). Information about CIWQS can be found at: http://www.waterboards.ca.gov/water_issues/programs/ciwqs. At a minimum, the CIWQS fields required are:

- Monitoring Point (sample ID or location point in the COC)
- Parameter
- Data Type
- Sample Medium
- Analytical Method
- Collection Date
- Collection Time
- Analysis Date
- Qualifier
- Result
- Units
- MDL

- ML
- RL

I. Subcontracted Laboratories

The contractor shall be responsible for the subcontractor services and quality control procedures. The conditions listed under “Laboratory Performance Evaluations” shall also apply to subcontractor. In addition, all analytical methods performed by each laboratory, and its subcontractors, shall be in accordance with 40 CFR, Part 136.

J. Pricing

Only those charges that are identified in the proposal and agreed upon by the City will be allowed. Charges shall remain firm in the initial twelve (12) month period of the contract.

Increased charges must be justified to the City and submitted in writing. Under no circumstances will adjustments in the fees exceed two (2) percent per additional contractual period. Contractor must provide the City written notification of price adjustments thirty (30) days prior to the potential renewal of the contract. The effective date of the adjustments, if agreed to, will be the renewal date of the contract. Notification of price increases may be faxed or e-mailed, however, mailing the original signed letter must follow.

The agreement shall require the laboratory to provide a credit against the fees billed for laboratory services for costs reasonably incurred by City to conduct re-sampling if necessitated by any error or omission or violation of any provision of the Agreement by the laboratory.

PROPOSAL SUBMISSION DATELINE

Laboratories interested in submitting a proposal for this project should respond to this RFP with a written proposal providing all the information requested. The proposal will be considered complete only if all of the items listed under the Submittal Requirements are included.

Proposals shall be delivered to the City Clerk’s office on or before **3:00 pm, THURSDAY, MAY 4, 2017.**

City of Davis, City Clerk’s Office
23 Russell Boulevard, Suite 1
Davis, California 95616
Attn: Laboratory Services for Wastewater and Pretreatment

Questions may be submitted by email to Aubrey Livingston at alivingston@cityofdavis.org until **April 20, 2017**. Questions submitted after this date will not be answered. Responses to questions will be published and distributed to applicants.

The contents of the proposal must be limited to twelve (12) pages, not including certifications, the sample lab report, sample QA/QC report, proof of laboratory certifications, or summary of proficiency study results, Table 1 (Attachment B) and completed price quote forms (Attachment C). The proposal shall use a minimum 12-point font size. Submit one (1) electronic copy (1 USB drive) plus two (2) hard copies.

The City will not pay for any costs incurred in preparation and submission of the proposals, or in anticipation of a contract.

SUBMITTAL REQUIREMENTS

The proposal shall contain the following sections:

Section	Contents	Restrictions
Cover letter	Transmittal identification and declaration of conflict(s) of interest	1 sheet maximum
1	Project team description and qualifications	4 sheets maximum
2	Scope of services	3 sheets maximum
3	Subcontracted Laboratories	2 sheets maximum
4	Client References	2 sheet maximum
Separate File	Pricing	Include in hard copy of proposal
Separate File (Electronic Only)	Quality Assurance Document	Submitted via USB Drive
Separate File (Electronic Only)	Analytical Reports	Submitted via USB Drive
Separate File (Electronic Only)	Proficiency Studies	Submitted via USB Drive

Section Content Detail:

Cover Letter:

The cover letter shall contain the Laboratory name, the corporate office and local address, including city, state, zip code and phone number, in addition to the proposal contact person's address, phone number and e-mail address.

Teams/firms submitting proposals in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be awarded pursuant to this RFP. If a team/firm has no conflicts of interest, a statement to that effect shall be included in the cover letter

1. Project Team Description and Qualifications

Identify the office location or locations where the work will be accomplished by the laboratory and any subcontractor laboratories.

Expertise, experience and qualifications of the laboratory director, quality control manager and project manager are an important consideration in the selection process. Please include resumes (limited to one page each) for these positions with your

submittal. Additional personnel qualifications can be summarized within one additional page.

2. Scope of Services

Briefly respond to each item listed in the **Scope of Work - General Specifications**, indicating how the laboratory will address each of the city's specifications listed. Include how your laboratory proposes to address the requested services during regular working hours and in the event of an emergency.

3. Subcontracted Laboratories

The City recognizes that the contractor may subcontract out any portions of the laboratory services. As part of the proposal, the contractor shall identify any and all subcontractors that will be used in their proposal. Please identify subcontracted Laboratories.

4. Client References

The proposal shall include a list of at least three (3) organizations, which can be used as references for performance of similar services. Bidders shall endeavor to include references from public sector agencies. Include the name and telephone number for the contact person. The City reserves the right to contact references to determine the quality of work performed.

Pricing (Attachment B)

The proposal shall include price quotes by completing Attachment B. If Attachment B is not returned with the proposal form, the City reserves the right to reject the proposal.

Please also provide a list of expedited turn-around times (24hr, 48hr and 5-day) and the associated cost multiplier for each time.

ELECTRONIC-ONLY SUBMISSIONS

Quality Assurance Document

One (1) electronic copy of the laboratory quality assurance document shall be provided with the proposal and also whenever the document is updated. Transmission of the document is accepted via a USB drive.

Analytical Reports

The proposal shall include one (1) electronic copy of a report for City review. Once approved, the report format will remain the same unless future changes are approved or requested by the City. The City at its discretion, can request additional information pertinent to the report as needed for example, copy of raw data and bench sheets, chromatograms, etc. If the City requests duplicate reports, they shall be provided at no additional cost.

The analytical result page must contain at a minimum the following information:

- Project name/title (provided by the City on the Chain-of-Custody form)
- Sample ID or location codes
- Sample collection date and time
- Parameter or analyte name and method number
- Method detection limit (MDL)
- Reporting limit (RL)

- Preparation date, time, batch ID and analyst ID
- Analysis date, time, batch ID and analyst ID
- Indication if result is >MDL and <RL by a qualifier (J or DNQ flag) or comment

Quality control (QC) data shall include both MDLs and RLs for all blank QC samples reported.

For all wastewater samples, the list of parameters, desired method and reporting limits are listed under Table 1 in Attachment C.

Proficiency Studies

All performance evaluation (PE) samples for DMR-QA, ELAP, WS, and WP participated in the last two (2) years shall be submitted with the proposal along with studies associated with analytical work to be done for the City. All PE samples analyzed during this agreement with the City shall be submitted upon notification of results by the laboratory's PE provider. In the event of "not acceptable" results for PE results, the laboratory shall provide the City with corrective actions and any re-analysis performed in order to achieve an "acceptable" graded report. All testing certifications revoked by certifying agencies (ELAP or other) for any analyte within the last two (2) years shall be documented with an explanation of corrective action.

For Laboratory certification requirements see Section 3.5 and 3.6 of Attachment A (Standard Professional Services Agreement).

Comments on Standard Agreement

City's Standard Agreement is attached to this RFP as Attachment A.

A copy of the City's Professional Services Agreement that the selected laboratory (ies) will be required to sign is provided as Attachment A. Please note that any laboratory selected will be required to comply with the standard provisions set forth in this agreement; if there are any exceptions to these provisions that your laboratory(ies) must address, please do so in the RFP.

Evidence of ability to comply with insurance requirements

The selected laboratory (ies) must provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability Insurance for this project. Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that the City, its officials, employees and volunteers shall be covered as additional insured.

PROPOSED PROCESS SCHEDULE

April 13, 2017	Issue RFP.
April 20, 2017	Deadline for questions and clarification inquiries.
April 27, 2017	Deadline for responding to questions.
May 4, 2017	RFP Submittals due at 23 Russell Blvd, City Clerk's office.
May 5-28, 2017	Evaluate proposals and reference checks.
May 29, 2017	Select successful firm.
June 20, 2017	Council to award contract.

REVIEW AND SELECTION PROCESS

A selection committee comprised of City staff and/or outside panelists will review and rate each of the proposals. The selection may be based solely on the review of criteria listed below but could also include an interview with the top ranking laboratories if necessary. The City reserves the right to split agreements between various proposers based on individual testing services.

The proposals will be evaluated and ranked based on the following criteria:

Criteria	Points Possible
Experience, education, and/or credentials of proposer's staff	20
Laboratory capabilities	30
Performance Evaluation Studies	20
References	10
Reasonableness of cost	20
Total points	100

After review of the proposals, the successful firm will be notified via email and after negotiation of final scope and signature of agreement will receive the notice to proceed.

RIGHT OF REJECTION BY CITY

The City reserves the right to reject any or all proposals. The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFP process. The City reserves the right to reject any and all proposals prior to execution of the Agreement, with no penalty to the City.

The City of Davis reserves the right to cancel, postpone, extend or revise this RFP or the RFP process at any time. If it becomes necessary to revise any part of this RFP, an addendum will be provided on the City's website at www.cityofdavis.org.

CONTACT INFORMATION

All requests, questions or other communications regarding this RFP shall be made in writing to the City via email or U.S. Mail. Address all communications to Aubrey Livingston, Environmental Lab Supervisor. To ensure that written requests are received and answered in a timely manner, email correspondence is preferred:

Aubrey Livingston
Environmental Lab Supervisor
City of Davis – Public Works
1717 5th St.
Davis, CA 95616
ALivingston@cityofdavis.org

ATTACHMENTS

The attachments below are included with this RFP for your review:

- A. City Standard Professional Services Agreement
- B. Quote Form
- C. Tables 1A-E

Attachment A

City Standard Agreement for Professional Services

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 OR IF NO KEY PERSONNEL INVOLVED, DELETE THIS PROVISION AND INSERT "INTENTIONALLY OMITTED" FOR SECTION 3.4].**

3.5 Qualifications of Laboratory. Consultant represents that it is qualified to furnish laboratory services described under this Agreement. As evidence thereof, Consultant shall submit copies of Environmental Laboratory Accreditation Program (ELAP) certifications for its own and any subcontracted laboratories. All analytical methods performed by the Consultant and its subcontractors shall be in accordance with 40 CFR Part 136.

3.6 Annual Certifications. Consultant shall participate in the annual ELAP certifications for WP or WS studies and the annual DMRQA studies for the City's NPDES requirements. Consultant shall provide results of these studies at no additional cost to the City.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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:

3.12.2.1 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.

3.12.2.2 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.

3.12.3 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. [ASK RISK MANAGER WHETHER THIS "PROFESSIONAL LIABILITY" PROVISION IS APPLICABLE TO THIS SPECIFIC CONSULTANT. IF NOT

APPLICABLE, DELETE THIS PARAGRAPH AND INSERT “INTENTIONALLY OMITTED” FOR SECTION 3.10.3]

3.12.4 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:

3.12.4.1 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.

3.12.4.2 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.

3.12.4.3 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.

3.12.4.4 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.

3.12.5 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.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.12.9 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.

3.13 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.

3.14 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.

3.15 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 9561_
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]

SIGNATURE PAGE TO CONSULTANT SERVICES AGREEMENT

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. DO NOT INCLUDE ADDITIONAL TERMS
AND CONDITIONS PROVIDED BY CONSULTANT]**

EXHIBIT B

FACILITIES, EQUIPMENT, AND OTHER MATERIALS PROVIDED BY CITY

Staff time to assist **Consultant** in work to be conducted under Scope of Work.

EXHIBIT C

SCHEDULE OF SERVICES

[Insert Schedule and/or deadlines for Consultant to provide deliverables described in Scope of Services]

EXHIBIT D

PAYMENT

[Insert payment amounts, including billing rates if contract is let on time and materials basis; Include reimbursable expenses, if any, that may be charged to the City under the Agreement]

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 B

Quote Form

Parameters or Test Packages (See Table 1 Lists, Methods, RL, etc.)	Annual Quantity (Estimated)	Price (\$)		Turn Around Multipliers			Sub- Contract Lab (Name)	Comments
		Each	Extended	24-hour	48-hr	5-day		
1. Metals Individual Analytes - Table 1A								
EPA 200.8 - Total	700							
EPA 200.8 - Dissolved	240							
EPA 200.7 - Total	50							
EPA 200.7 - Dissolved	50							
EPA 218.6 - Hexavalent Chromium	35							
EPA 200.8/Reaction - Selenium, Total/Dissolved	50							
EPA 200.8 - Acid Soluble Aluminum	12							
2. Metals Sample Preparation per Sample								
Digestion	300							
Filtering	240							
Compositing	1							
3. Mercury and Methyl Mercury								
EPA 245.1 - Total Mercury, Low Level	25							
EPA 1631 - Total Mercury, Trace Level	32							
EPA 1630 - Methyl Mercury, Trace Level	24							
4. Metals Packages								
a. Al + PPMetals by EPA 200.8 (Without Hg)	50							
b. Al + PPMetals by EPA 200.8 (With Hg by 1631)	25							
c. Al + PPMetals by EPA 200.8 (With Hg by 245.1)	16							
d. Al, Bo, Fe, Na, Mn by EPA 200.8/200.7	24							
e. Title 22 Heavy Metals - CAM 17 Metals with Hg (EPA 200.8 and EPA 245.1)	1							
f. Title 22 Heavy Metals - CAM 17 Metals with Trace Mercury (EPA 200.8 and EPA 1631)	6							
g. 5-10 Metals by EPA 200.8	5							
h. 10-20 Metals by EPA 200.8	5							
i. Full Metals Scan (EPA 200.8/EPA 200.7) - please submit supplemental sheet of parameters that are included in this package.	2							
5. General Chemistry (Non-Metals) - Table 1B								
Alkalinity as CaCO3 (all types)	20							
Ammonia as N with Distillation	400							
TKN as N	298							
Nitrate as N	335							
Nitrite as N	335							
Chloride	50							
Sulfate	50							
Surfactants (MBAS)	25							
Hardness as CaCO3	100							
Hardness by Calculation	20							

Parameters or Test Packages (See Table 1 Lists, Methods, RL, etc.)	Annual Quantity (Estimated)	Price (\$)		Turn Around Multipliers			Sub-Contract Lab (Name)	Comments
		Each	Extended	24-hour	48-hr	5-day		
Oil and Grease by 1664	12							
Phosphorus, as Total Phosphate	277							
Cyanide, Total	25							
BOD - 5Day	25							
Total Solids	20							
Total Dissolved Solids	20							
Total Suspended Solids	20							
Specific Conductivity	20							
COD	250							
Turbidity	20							
Total Organic Carbon (TOC)	24							
Dissolved Organic Carbon (DOC)	24							
6. General Chemistry Packages								
a. General Mineral Package - includes total anion, total cation and ion-balance. Please submit supplemental sheet for parameters that are included in this package.	30							
b. Nutrient Package - Ammonia as N, TKN, total organic nitrogen (TON), nitrate as N, nitrite as N and Total Phosphorus	250							
c. General Anion - flouride, chloride, sulfate, nitrate as N, nitrite as N, orthophosphate. Please provide list of method(s) for each anion.	30							
7. Dioxins/Furans								
DXN/FRN - EPA 1613 (2,3,7,8 TCDD only)	4							
DXN/FRN - EPA 1613 (all 17 congeners with TEQ calculation)	4							
8. Organics - Tables 1C, 1D, 1E								
EPA 608 - OC Pesticides with PCBs	4							
EPA 624 - VOCs (full list)	15							
EPA 624.THM - (Trihalomethanes only), includes Bromodichloromethane, bromoform, chloroform and dibromochloromethane	6							
EPA 625 - SVOCs (full list) with PAHs	10							
EPA 610 - PAHs only	4							
EPA 625 - SVOCs (full list, withou PAHs)	10							
EPA 625.Bis - Phthalate Esters (6 compounds)	10							
9. Microbiological Tests								
Total & Fecal Coliforms - 10 Tube, MPN	40							
Total Coliforms - 15 Tube, MPN	250							
10. Miscellaneous Tests								
Asbestos	10							
EPA 1666 / 524.2 (No DI compounds)	12							
TBT	10							
Toxic Pollutants designated pursuant to Section 307(a)(1) of the Clean Water Act.	3							

Attachment C

Tables 1A-E

**Table 1A - Extended Metals Lists
(Desired Methods/Reporting Limits)**

#	City of Davis				Proposer's Capability				
	Analyte	Desired *		units	Achievable (Y/N)	Alternative/Equivalent			Subcontract Lab
		Method #	RL			Method #	Std RL	Lowest RL	
1	Aluminum	EPA 200.8	10	ug/L					
2	Antimony •	EPA 200.8	0.50	ug/L					
3	Arsenic •	EPA 200.8	0.50	ug/L					
4	Barium	EPA 200.8	0.10	ug/L					
5	Beryllium •	EPA 200.8	0.10	ug/L					
6	Cadmium •	EPA 200.8	0.10	ug/L					
7	Chromium •	EPA 200.8	0.50	ug/L					
8	Cobalt	EPA 200.8	0.50	ug/L					
9	Copper •	EPA 200.8	0.50	ug/L					
10	Lead •	EPA 200.8	0.25	ug/L					
11	Manganese	EPA 200.8	0.50	ug/L					
12	Mercury •	EPA 1631E ⁽²⁾	0.0005	ug/L					
13	Mercury	EPA 245.1	0.050	ug/L					
14	Molybdenum	EPA 200.8	0.25	ug/L					
15	Nickel •	EPA 200.8	0.50	ug/L					
16	Selenium •	EPA 200.8 ⁽¹⁾	1.0	ug/L					
17	Silver •	EPA 200.8	0.10	ug/L					
18	Thallium •	EPA 200.8	0.10	ug/L					
19	Tin	EPA 200.8	0.50	ug/L					
20	Vanadium	EPA 200.8	2.0	ug/L					
21	Zinc •	EPA 200.8	10	ug/L					
22	Boron	200.7/200.8	10	ug/L					
23	Calcium	200.7/200.8	0.50	mg/L					
24	Iron	200.7/200.8	0.05	mg/L					
25	Magnesium	200.7/200.8	0.50	mg/L					
25	Potassium	200.7/200.8	1.0	mg/L					
27	Sodium	200.7/200.8	1.0	mg/L					
28	Hexavalent Chromium	EPA 218.6	0.20	ug/L					
•	Priority Pollutants Metals List Package (13 Metals)								
(1)	Selenium by ICPMS - Collision or Reaction Mode								
(2)	Preferred Method for Mercury on Effluent Samples.								

* *Desired Criterion serve only as point of reference for the selection of appropriate EPA-approved test procedure that will meet the SIP, CTR and NPDES Monitoring Requirements of the California RWQCB. If limits are not achievable, please indicate an alternative EPA - approved test procedure that can come closest to the desired reporting limits.*

**Table 1B - Non-Metals and Misc. Test Lists
(Desired Methods/Reporting Limits)**

#	City of Davis				Proposer's Capability				
	Analyte	Desired *		units	Achievable (Y/N)	Alternative/Equivalent			Subcontract Lab
		Method #	RL			Method #	Std RL	Lowest RL	
1	Alkalinity, Total	SM 2320B	10	mg/L					
2	Alkalinity, Bicarb	SM 2320B	10	mg/L					
3	Alkalinity, Carb	SM 2320B	10	mg/L					
4	Alkalinity, Hydrox	SM 2320B	10	mg/L					
5	Ammonia as N	SM4500NH3.C	0.10	mg/L					
6	TKN as N	SM4500NH3.C	0.10	mg/L					
7	Nitrate as N	EPA 300.0	0.10	mg/L					
8	Nitrite as N	SM4500NO2.B	0.10	mg/L					
9	Chloride	EPA 300.0	5	mg/L					
10	Fluoride	EPA 300.0	0.10	mg/L					
11	Sulfate	EPA 300.0	5	mg/L					
12	Surfactants (MBAS)	SM 5540.C	0.20	mg/L					
13	Hardness as CaCO3	SM 2340C	5	mg/L					
14	Oil and Grease	EPA 1664	5	mg/L					
15	Phosphorous	SM4500P.E	0.10	mg/L					
16	Total Anions Calc ⁽¹⁾	Calculation	--	meq/L					
17	Total Cations Calc ⁽¹⁾	Calculation	--	meq/L					
18	Ion Balance Calc ⁽¹⁾	Calculation	--	meq/L					
19	Cyanide, Total	SM4500CN	(2-3)	ug/L					
20	Asbestos	EPA 600/100.2	990	MFL					
21	Tibutyltin	PSEP (GCMS)	0.005	ug/L					
22	BOD •	SM 5210B	(2-5)	mg/L					
23	Total Solids •	SM 2540B	--	mg/L					
24	TDS •	SM 2540C	10	mg/L					
25	TSS•	SM 2540D	5	mg/L					
25	Specific Conductivity •	SM 2510B	2	umhos/cm					
26	Total Organic Carbon	SM 5310C	0.5	mg/L					
27	Dioxins and Furans	EPA 1613	STD	pg/L					
	• Non-routine, for back up needs only (typically done at COD).								
(1)	Ion Balance or General Minerals package = includes some of								
	the above parameters along with metals elements included.								

* Desired Criterion serve only as point of reference for the selection of appropriate EPA-approved test procedure that will meet the SIP, CTR and NPDES Monitoring Requirements of the California RWQCB. If limits are not achievable, please indicate an alternative EPA - approved test procedure that can come closest to the desired reporting limits.

**Table 1C - OC Pesticides and PCBs
(Desired Methods/Reporting Limits)**

#	City of Davis				Proposer's Capability				
	Analyte	Desired *		units	Achievable (Y/N)	Alternative/Equivalent			Subcontract Lab
		Method #	RL			Method #	Std RL	Lowest RL	
1	Aldrin	EPA 608	0.005	ug/L					
2	alpha-BHC	EPA 608	0.010	ug/L					
3	beta-BHC	EPA 608	0.005	ug/L					
4	delta-BHC	EPA 608	0.005	ug/L					
5	gamma-BHC (Lindane)	EPA 608	0.010	ug/L					
6	Chlordane	EPA 608	0.050	ug/L					
7	4,4'-DDD	EPA 608	0.010	ug/L					
8	4,4'-DDE	EPA 608	0.010	ug/L					
9	4,4'-DDT	EPA 608	0.010	ug/L					
10	Dieldrin	EPA 608	0.010	ug/L					
11	Endosulfan II	EPA 608	0.010	ug/L					
12	Endosulfan II	EPA 608	0.010	ug/L					
13	Endosulfan Sulfate	EPA 608	0.010	ug/L					
14	Endrin	EPA 608	0.010	ug/L					
15	Endrin Aldehyde	EPA 608	0.010	ug/L					
16	Endrin Ketone	EPA 608	0.010	ug/L					
17	Heptachlor	EPA 608	0.010	ug/L					
18	Heptachlor Epoxide	EPA 608	0.010	ug/L					
19	Methoxychlor	EPA 608	0.010	ug/L					
20	PCB-1016	EPA 608	0.10	ug/L					
21	PCB-1221	EPA 608	0.10	ug/L					
22	PCB-1232	EPA 608	0.10	ug/L					
23	PCB-1242	EPA 608	0.10	ug/L					
24	PCB-1248	EPA 608	0.10	ug/L					
25	PCB-1254	EPA 608	0.10	ug/L					
26	PCB-1260	EPA 608	0.10	ug/L					
27	Toxaphene	EPA 608	0.5	ug/L					

* Desired Criterion serve only as point of reference for the selection of appropriate EPA-approved test procedure that will meet the SIP, CTR and NPDES Monitoring Requirements of the California RWQCB. If limits are not achievable, please indicate an alternative EPA - approved test procedure that can come closest to the desired reporting limits.

**Table 1D - Volatile Compounds
(Desired Methods/Reporting Limits)**

#	City of Davis				Proposer's Capability				
	Analyte	Desired *		units	Achievable (Y/N)	Alternative/Equivalent			Subcontract Lab
		Method #	RL			Method #	Std RL	Lowest RL	
1	Acrolein	EPA 624	5	ug/L					
2	Acrylonitrile	EPA 624	2	ug/L					
3	Benzene	EPA 624	0.5	ug/L					
4	Bromodichloromethane	EPA 624	0.5	ug/L					
5	Bromoform	EPA 624	0.5	ug/L					
6	Bromomethane (Methyl Bromide)	EPA 624	0.5	ug/L					
7	Carbon Tetrachloride	EPA 624	0.5	ug/L					
8	Chlorobenzene	EPA 624	0.5	ug/L					
9	Chloroethane (Ethyl Chloride)	EPA 624	0.5	ug/L					
10	2-Chloroethylvinyl ether	EPA 624	1	ug/L					
11	Chloroform	EPA 624	0.5	ug/L					
12	Chloromethane (Methyl Chloride)	EPA 624	0.5	ug/L					
13	Dibromochloromethane	EPA 624	0.5	ug/L					
14	1,2-Dichlorobenzene	EPA 624	0.5	ug/L					
15	1,3-Dichlorobenzene	EPA 624	0.5	ug/L					
16	1,4-Dichlorobenzene	EPA 624	0.5	ug/L					
17	Dichlorodifluoromethane (F- 12)	EPA 624	0.5	ug/L					
18	1,1-Dichloroethane	EPA 624	0.5	ug/L					
19	1,2-Dichloroethane (EDC)	EPA 624	0.5	ug/L					
20	1,1-Dichloroethene	EPA 624	0.5	ug/L					
21	cis-1,2-Dichloroethene	EPA 624	0.5	ug/L					
22	trans-1,2-Dichloroethene	EPA 624	0.5	ug/L					
23	1,2-Dichloropropane	EPA 624	0.5	ug/L					
24	cis-1,3-Dichloropropene	EPA 624	0.5	ug/L					

#	City of Davis				Proposer's Capability				
	Analyte	Desired		units	Achievable (Y/N)	Alternative/Equivalent			Subcontract Lab
		Method #	RL			Method #	Std RL	Lowest RL	
25	trans-1,2-Dichloropropene	EPA 624	0.5	ug/L					
26	Dichlorotriflouroethane (F-123)	EPA 624	0.5	ug/L					
27	Ethylbenzene	EPA 624	0.5	ug/L					
28	Methyl tert-Butyl Ether (MTBE)	EPA 624	0.5	ug/L					
28	Methylene Chloride	EPA 624	0.5	ug/L					
29	1,1,2,2-Tetrachloroethane	EPA 624	0.5	ug/L					
30	Tetrachloroethene (PCE)	EPA 624	0.5	ug/L					
31	Toluene	EPA 624	0.5	ug/L					
32	1,2,3-Trichlorobenzene	EPA 624	0.5	ug/L					
33	1,2,4-Trichlorobenzene	EPA 624	0.5	ug/L					
34	1,1,2-Trichloroethane	EPA 624	0.5	ug/L					
35	1,1,1-Trichloroethane (TCA)	EPA 624	0.5	ug/L					
36	Trichloroethene (TCE)	EPA 624	0.5	ug/L					
37	Trichlorofluoromethane (F-11)	EPA 624	0.5	ug/L					
38	Trichlorotrifluoroethane (F-113)	EPA 624	1	ug/L					
39	Vinyl Chloride	EPA 624	0.5	ug/L					
40	Xylenes (Total)	EPA 624	0.5	ug/L					

* Desired Criterion serve only as point of reference for the selection of appropriate EPA-approved test procedure that will meet the SIP, CTR and NPDES Monitoring Requirements of the California RWQCB. If limits are not achievable, please indicate an alternative EPA - approved test procedure that can come closest to the desired reporting limits.

**Table 1E - Semivolatile Compounds and PAHs
(Desired Methods/Reporting Limits)**

#	City of Davis				Proposer's Capability				
	Analyte	Desired		units	Achievable (Y/N)	Alternative/Equivalent			Subcontract Lab
		Method #	RL			Method #	Std RL	Lowest RL	
1	Acenaphthene ♦	EPA 625	0.3	ug/L					
2	Acenaphthylene ♦	EPA 625	0.2	ug/L					
3	Anthracene ♦	EPA 625	0.3	ug/L					
4	Benzidine	EPA 625	5.0	ug/L					
5	Benzo(a)anthracene ♦	EPA 625	0.3	ug/L					
6	Benzo(a)pyrene ♦	EPA 625	0.3	ug/L					
7	Benzo(b)fluoranthene ♦	EPA 625	0.3	ug/L					
8	Benzo(ghi)perylene ♦	EPA 625	0.1	ug/L					
9	Benzo(k)fluoranthene ♦	EPA 625	0.3	ug/L					
10	Benzyl butyl phthalate	EPA 625	5.0	ug/L					
11	4-Bromophenyl pheny ether	EPA 625	5.0	ug/L					
12	bis(2-chloroethoxy) methane	EPA 625	5.0	ug/L					
13	bis(2-chloroethyl) ether	EPA 625	1.0	ug/L					
14	bis(2-chloroisopropyl) ether	EPA 625	2.0	ug/L					
15	4-Chloro-3-methylphenol	EPA 625	1.0	ug/L					
16	2-Chloronaphthalene	EPA 625	5.0	ug/L					
17	2-Chlorophenol	EPA 625	2.0	ug/L					
18	4-Chlorophenyl phenyl ether	EPA 625	5.0	ug/L					
19	Chrysene ♦	EPA 625	0.3	ug/L					
20	Dibenzo(a,h)anthracene ♦	EPA 625	0.1	ug/L					
21	3,3'Dichlorobenzidine	EPA 625	5.0	ug/L					
22	2,4-Dichlorophenol	EPA 625	1.0	ug/L					
23	Diethylphthalate	EPA 625	2.0	ug/L					
24	2,4-Dimethylphenol	EPA 625	2.0	ug/L					

#	City of Davis				Proposer's Capability				
	Analyte	Desired *		units	Achievable (Y/N)	Alternative/Equivalent			Subcontract Lab
		Method #	RL			Method #	Std RL	Lowest RL	
25	Dimethylphthalate	EPA 625	2.0	ug/L					
26	Di-n-butylphthalate	EPA 625	5.0	ug/L					
27	2,4-Dinitrophenol	EPA 625	5.0	ug/L					
28	2,4-Dinitrotoluene	EPA 625	5.0	ug/L					
28	2,6-Dinitrotoluene	EPA 625	5.0	ug/L					
29	Di-n-octylphthalate	EPA 625	5.0	ug/L					
30	1,2-Diphenylhydrazine/Azo	EPA 625	1.0	ug/L					
31	bis(2-Ethylhexyl)phthalate	EPA 625	3.0	ug/L					
32	Fluoranthene ♦	EPA 625	0.05	ug/L					
33	Fluorene ♦	EPA 625	0.1	ug/L					
34	Hexachlorobenzene	EPA 625	1.0	ug/L					
35	Hexachlorobutadiene	EPA 625	1.0	ug/L					
36	Hexachlorocyclo pentadiene	EPA 625	1.0	ug/L					
37	Hexachloroethane	EPA 625	1.0	ug/L					
38	Indeno (1,2,3-cd)pyrene ♦	EPA 625	0.05	ug/L					
39	Isophorone	EPA 625	1.0	ug/L					
40	2-Methyl-4,6-dinitrophenol	EPA 625	5.0	ug/L					
41	Napthalene ♦	EPA 625	0.2	ug/L					
42	Nitrobenzene	EPA 625	1.0	ug/L					
43	2-Nitrophenol	EPA 625	5.0	ug/L					
44	4-Nitrophenol	EPA 625	5.0	ug/L					
45	N-Nitrosodimethylamine	EPA 625	5.0	ug/L					
46	N-Nitrosodi-n-propylamine	EPA 625	5.0	ug/L					
47	N-Nitrosodipheylamine	EPA 625	1.0	ug/L					
48	Pentachlorophenol	EPA 625	1.0	ug/L					
49	Phenanthrene ♦	EPA 625	0.05	ug/L					
50	Phenol	EPA 625	1.0	ug/L					
51	Pyrene ♦	EPA 625	0.05	ug/L					
52	2,4,6-Trichlorophenol	EPA 625	5.0	ug/L					
♦ PAHs = Polycyclic Aromatic Hydrocarbon Compounds									

NOTE: All for the above compounds are EPA priority Pollutants listed under NTR and CTR 2000.