

REQUEST FOR PROPOSALS
DESIGN SERVICES
FOR THE BUTTERFIELD FIRE STATION PROJECT

JUNE 2021 - Revised 8/1/21

The City of Morgan Hill is requesting proposals from qualified firms for design services for the design of a new Fire Station and adjacent community space.

Background

The site for the Butterfield Fire Station Project is located at 17285 Butterfield Blvd in Morgan Hill (APN 726-15-072). The property owned by the City is approximately 1.8 acres in size. About 50% of the site is currently utilized as a community plaza/park space while the other half of the site is a former community garden site. The property is bordered by the City owned Transit Center parking lot on one side and the County owned courthouse site to the south. The intent for the site is to construct a new fire station that meets the needs of the Morgan Hill Fire Department, while retaining as much space as possible for a community plaza/park site.

It is the intent of the City that the Fire Station be ready for operation by July 1, 2024. The new Fire Station will need to be designed and constructed to accommodate the space for **THREE (3)** vehicles/apparatus; however, it will only be outfitted initially for one vehicle/apparatus.

The City of Morgan Hill has adopted a policy prohibiting the use of natural gas infrastructure, and this project is expected to align with the policy by constructing an all-electric building.¹

Project Description

The consultant chosen for this Project will be expected to develop the initial concept designs and ultimately move them through Design Development and preparation of Construction Documents. In addition, the consultant will provide bid assistance and construction support through to the completion of the Project. The City expects to receive a “turnkey” design that comprehensively plans for all aspects of the facility and adjacent landscaping/park space.

During concept design, the Architect chosen for this Project will be expected to analyze the existing site space and defined needs and provide at least three concept options for the site based on the most effective and efficient use of space and costs. The concepts will consider options for a two storied versus single structure that evaluates increased costs against additional space retained for the community plaza/park space.

The Project includes space programming for the needs of the Fire Station as outlined in Attachment 1. The Project further includes the landscape design adjacent to the fire station and the remainder community plaza park site, including the addition of new park amenities and demolition of the existing on-site amenities.

Scope of Services

¹ More information available at:

http://morganhillca.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1821&MediaPosition=2725.237&ID=2508&CssClass= and <https://lpdd.org/wp-content/uploads/2020/03/Attachment-5906.pdf>

The City is seeking the services of an architectural firm who will assist the City on the design and construction of this Project. The architectural firm will report to a project manager assigned by the City. The consultant will initially work directly with a design committee consisting of three to five members. Any additional questions regarding this RFP may be sent to:

Chris.ghione@morganhill.ca.gov

Questions must be submitted by August 4, 2021. Question submitted after this deadline will not be responded to.

The scope of professional services to be provided shall include the completion of the tasks described below, as well as other elements or modifications which may be agreed upon through the request for proposal (RFP) process. All services shall be provided in accordance with the City's Service Agreement for Design Professionals which is provided as Attachment 2.

General Requirements:

1. The consultant shall provide architectural design, documentation, bid, contract administration, and construction observation services for the New Fire Station Project.
2. The consultant shall be responsible for submitting completed documents for review and approval by the City.
3. The consultant shall prepare construction documents and submit the final drawings to the City.
4. The consultant shall attend with City staff and be available for presentations to the Morgan Hill Parks and Recreation Commission, Morgan Hill Planning Commission, and Morgan Hill City Council and/or other designated public meetings through all phases of this Project until final completion.

Site Information

The City shall provide consultant with information on the Project site, as it has in its possession, but makes no representation as to the sufficiency of these documents. Consultant shall be responsible for requesting, in writing, any information from the City, as it requires, for completion of its obligation under this Agreement.

The scope of the Project is comprised of 6 tasks.

Task 1 Project Initiation

An organization and scoping meeting will be held with City staff:

1. Introduce the City Design Team to the Consultant Design Team
2. Review objectives of the Project
3. Confirm overall Project Budget
4. Review scope of services
5. Confirm Project areas/boundaries
6. Collect available data and published material
7. Prepare meeting and presentation schedule

8. Establish communication channels with all parties involved
9. Review and list all applicable design and planning standards
10. Coordinate with City departments and other agencies.

Changes to the Scope of Work will be made (if necessary) at the conclusion of this effort, and an amended Scope and Schedule will be published.

Task 2 Space Plan and Site Analysis Review

Analyze existing and built elements within the proposed project areas to guide design.

1. Natural Site Elements
 - a. Topographic Survey: The design consultant is responsible to have a topographic survey performed for the project site. Survey to provide information of grades to the nearest 0.1 ft., boundary lines, easements, existing vegetation, utility lines, manholes, valve cans, fences, curbs, sidewalks, streetlights, and other site elements that could impact the design.
 - b. Geotechnical Report: The design consultant is responsible to have a soils report produced for the project site.
2. Built Site Elements
 - a. Lighting Study: The design consultant is responsible to perform a lighting study for the existing and proposed site conditions.
 - b. Existing Infrastructure: Investigate and plan for all needed changes to existing site infrastructure.
 - c. Pedestrian & Bike Access: Review existing pedestrian and bike access to and through the sites.
 - d. Permits, agreements and easements: Investigate all requirements for construction. Create a checklist of all permits required and impacts to schedule related to these permits.
3. Develop design program based on meetings with City staff during Task 1.
 - a. Develop space programming based on project priorities, existing site elements and anticipated construction costs.
 - b. Evaluate and discuss site alternatives with City staff.
 - c. Discuss design approach in moving forward with multiple concepts for Task 3.

Task 3 Develop Concept Designs

Develop at least three concept designs for building construction and site development, based needs identified for the Fire Station Building, the most effective and efficient use of space terms of space programming for the building, and maximizing retaining existing community plaza/park space.

Concept designs will take into consideration the program and construction elements of the existing site and. It is anticipated that during this task that there will be multiple meetings with the Design Team. Finalized concept/schematic designs will include at minimum the following items:

1. Site layouts and renderings.
2. Budget level cost estimates itemized costs for budgeting purposes.
3. Finalize schedules and project milestones including bidding and construction schedules.
4. Based upon a mutually agreed-upon program for site development, define schedule and construction of budget requirements, produce schematic level site plan, floor plan, elevations, sections, diagrams and narratives to describe structural, mechanical, and electrical designs.

5. Consultant shall review, analyze and identify environmental impacts, including but not limited to, removing and removal of vegetation, demolishing curb, gutter and pavement areas, visual, tree canopy, parking, lighting and construction impacts. Consultant shall be responsible for providing all documentation to the City's Environmental consultant relating to the physical attributes of the Project as it relates to meeting CEQA clearance requirements.
6. Consultant shall review, analyze and identify storm water infrastructure to comply with City and State regulations relating to storm water.
7. Prepare selected concept for review by City Commissions and Council.
 - a. Upon selection of final concept by the City staff, the consultant shall update and prepare a final concept design.
 - b. Final concept design shall be presented to the Parks and Recreation Commission.
 - c. Exterior renderings of the final concept design shall be prepared for the Planning Commission.
 - d. Adjustments to the final concept design shall be made in coordination with city staff following the two previously listed meetings.
 - e. Final concept design, exterior renderings, and a concept level cost estimate shall be prepared and presented to the City Council.
8. Prepare all necessary documents for the start of an environmental review.

Task 4 Design Development

Facility Design Documents - 60% Submittal. The design consultant is to prepare construction plans, estimates and specifications for the Project. Plans to meet all ADA requirements and include all structural details and specifications for proposed work. Construction Package to include:

1. Existing Site Survey Plan
2. Demolition and Tree Protection Plan
3. Grading & Drainage Plan & Details
4. Street and Sidewalk Improvement Plan
5. Layout Plan
6. All manufacturer's specifications, where required
7. HVAC Plan & Details
8. Lighting Plan and Details
9. Electrical Plan and Details
10. Fire Sprinkler Plan and Details
11. Alarm Plan and Details
12. Irrigation Plan & Details
13. Planting Plan & Details (including any impacts to existing trees)
14. Parking and Lighting Plan & Details
15. Security Camera Plan & Details
16. Storm Water Pollution Prevention Plan
17. Storm Water Mitigation Plan and required calculations for the Project
18. Written specification Package
19. Construction cost estimate

The design consultant is to prepare a construction cost estimate base on the cost analysis prepared in Task 3.2 and value engineering to ensure the Project remains within the construction budget. The cost estimate shall include a 15% contingency. Consultant shall revise the project schedule to identify milestones.

At completion of this phase the plans may return to the Commission and/or the City Council. This will depend on the significance of changes from the concept designs previously presented. Following these meetings, the consultant will be required to develop a phasing plan to budget requirements.

The design consultant shall submit 60% plans formally to the City for a Site and Architectural Review and for Building Department Review. The consultant shall be responsible for completing all submission requirements. All comments from the Site and Architectural Review shall be incorporated to the 90% submittal.

Task 5 Construction Documents

Construction Documents Phase – 90% and 100% Submittals

1. Confer with City staff to respond to and address City and Community comments on Design Development phase drawings.
2. Revise and complete the construction documents (drawings and specifications) to a 90% submittal stage, based on the City's comments on the Design Development submittal. This submittal will be reviewed for final plan check by City staff and should include, the 90% and 100% complete construction plans, specifications and estimates, all appurtenant information and design analyses required for building permits, if required, such as final structural calculations and technical information for any equipment or furnishings not previously reviewed. With the exception of printing and binding, the 90% complete construction documents, from a content viewpoint, should be ready for bidding with all technical specifications for site improvements, equipment and furnishings, value engineering, final cost estimate and phasing plan, 100% complete
3. Final Statement of Probable Costs. A final statement of probable construction cost shall be prepared and submitted, including a 15% contingency not to exceed the established construction budget. This estimate shall be used as the City's Engineer's Estimate for bid comparisons and to establish the Construction Budget.
4. The design consultant shall submit application for Building Permit and shall be responsible for obtaining permit approval.

Construction Documents Phase – 100% Submittal/Bid Documents

1. Address final review and plan check comments from City Staff, revise the construction documents, and furnish signed reproducible copies of the 100% complete construction documents (Plans, Estimates & Technical Specifications) ready for reproduction and binding for bidding purposes by the City. City staff will prepare and include the Notice Inviting Bids, Proposal Requirements and Instruction to Bidders, all required Proposal and Bond forms, and Conditions of the Contract.
2. Prepare or review bid schedule(s) in consultation with City staff.

3. Support the bidding process by providing the City with responses to requests for information from project bidders.
4. Allow for one additional public meetings or presentation if necessary, during this phase.

Task 6 Basic Construction Observation and Contract Administration Services

This works shall consist of construction observation and administration of the construction contract through the period of construction.

1. Consultant shall attend the City's construction conferences with the contractors at a minimum of twice per month.
2. Consultant shall visit the site, attend job meetings and prepare meeting notes for the City at appropriate intervals for the purpose of becoming generally familiar with, and to keep the City informed about, the progress and quality of the completed portion of the work, and to determine in general if the work will be in accordance with the Contract Documents when completed. The consultant shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or the safety precautions and program in connection with the work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
3. Consultant shall report to the City on any deviations from the Contract Documents and on the progress of the Project.
4. Consultant shall review and take appropriate action upon contractor's requests for Information and submittals such as Shop Drawing, Product Data, and Samples, for the purpose of checking for visual design concept and conformance in a timely manner to enable construction to proceed on schedule.
5. Consultant shall review and approve all shop drawings or materials submittals.
6. Consultant may authorize minor changes in the work that are consistent with the intent of the contract documents and do not involve an adjustment in the contract price and/or an extension of the contract time.
7. Consultant shall generate supplemental drawings and clarification, if required, as a basic service.
8. Consultant shall provide all necessary architectural and other design services as required by the General Conditions of Contract for this Project, including submittal and shop drawing review, responding to Contractor requests for information, attendance at construction progress meetings, Project close-out, and other tasks that are referred to in the General Conditions of Contract for this Project.
9. Consultant shall perform an inspection with the City, when requested by the Contractor, for the purpose of preparing a punch list of incomplete and/or unacceptable for the City's review. Upon receiving advice from the Contractor that the punch list items are completed, consultant shall make a final inspection of the Project with the City for the purpose of signing off the completed punch list items in accordance with the requirements of the construction documents.

Additional Services

Additional services will be provided only as authorized in writing and on an hourly basis unless otherwise approved. Additional services must be brought to the attention of the City prior to commencement of the particular task and/or activity.

CITY’S Responsibilities.

City shall furnish such information as is reasonably required for the Project and requested in writing by the consultant.

City shall provide prompt notice to the consultant if City becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Consultant’s Instruments of Service.

Prior to the commencement of the Design Development/Construction Document phase, consultant shall consult with City to obtain from City the specification, standards, and guidelines for the preparation of the construction documents during the Design Development/Construction Document phase.

Qualifications

The architectural firm must have demonstrated expertise in successfully designing and managing projects of the size and type of construction described. Experience with public agency fire station projects is highly desired.

Insurance and Indemnification

The firm selected for the Project must provide the City with evidence of insurance coverage acceptable to the City's Risk Manager. Insurance and indemnification requirements are outlined in the City’s Standard Service Agreement for Design Professionals (Attachment 2). **Special attention shall be given to the Indemnification Requirement Section included in the Agreement as these provisions are a requirement.**

Required Licenses

The successful consultant will be required to obtain a City of Morgan Hill Business License.

City Provided Services

The City will provide a Project Manager for coordination and access to other City departments. An optional site walk will be held on July 8, 2021 at 11:00am at 17285 Butterfield Blvd in Morgan Hill.

Draft Project Schedule

June 15, 2021	RFP Release Date
July 8, 2021	Site Walk (11:00am)
August 4, 2021	Last Day to submit questions
August 9, 2021	Responses to questions posted on City website
August 13, 2021	Proposals Due (4:00pm)
September 1, 2021	Interviews with Selected Firms
November 1, 2021	Contract Awarded
January 1, 2022	Begin Tasks
May 31, 2022	Task 1-3 Complete
September 15, 2022	Task 4 Complete

January 1, 2023
May 1, 2023
October 15, 2024

Task 5 Complete
Construction Underway
Construction Complete

Proposal Format

The proposal shall be 16 pages (8 double sided pages) maximum and will include the following information:

A. Cover/Transmittal Letter

B. Please provide the following information relating to your firm:

- Firm name, telephone number, e-mail, and mailing address.
- Name of person in your firm whom we should contact about your proposal.
- Number of years the firm has been in business.
- Type of organization: individual, partnership, corporation, other (please specify).
- Year organization established.
- List of principals, officers, and associates of the firm.
- List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. Briefly state the nature of the action and the outcome.
- Provide a list of the projects you are currently working on, construction cost and the scheduled completion date for each.
- Tell us anything else about your firm that might assist us in making this selection. Why do you feel your firm is especially qualified to be engaged by the City on this project?

C. Past Projects

Provide a description of similar projects which have been completed by your firm.

D. Scope of Work

E. Describe your proposed approach to be used in completing the tasks described in the Scope of the Services. Please provide a timeline of how your firm will proceed with this work.

F. Responsible Personnel

List the project manager and key Project staff who will be assigned to the Project.

G. Consultant must submit all exceptions to this RFP with its proposal, clearly identifying the exception, including the page number and section number, as appropriate. Consultant should note that the submittal of an exception does not obligate the City to revise the terms of this RFP or any resulting agreement. The City will not consider any exceptions that are not identified in the proposal.

H. Consultant is required to complete the Wage Theft Certification and include it in the proposal package. (This certification will not count towards the page limit.)

I. Architectural Fee – **NOTE: The Fee Section will not count towards the page limit.**

The primary goal of the architectural selection process is to rank each consultant's proposal based on demonstrated competence and professional experience. Once a ranking has been established, the City will negotiate the cost of providing the technical service to be performed within the City's established budget for design services. Fees shall include all markups, overhead and profit, and reimbursable expenses. The Agreement shall provide for payment of all of the Scope of Work on a not-to-exceed time and materials basis. Submit the fee estimate in a separate sealed envelope. The fee estimate should be broken down by the tasks identified in the Scope of Work.

Proposal Submission

Five (5) bound copies, one (1) unbound copy, and one (1) electronic copy of the proposal must be submitted by 4:00 PM on August 13, 2021 Submit proposals to:

Chris Ghione
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037
Chris.ghione@morganhill.ca.gov

The Request for Proposal is not a contract or a commitment of any kind by the City of Morgan Hill and does not obligate the City to award a contract or pay costs incurred for the preparation and submission of a proposal. All proposals will become the property of the City of Morgan Hill.

Public Records Act

All responses to this RFP will become public records after notice of intent to award under the California Public Records Act (Cal. Government Code section 6250 et seq.). All documents that you send to the City will be subject to disclosure if requested by a member of the public. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Morgan Hill may not be in a position to establish that the information that a consultant submits is a trade secret. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Do not mark your entire proposal as “confidential.” If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide consultants who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The City will not be responsible for any legal or other costs incurred by consultant seeking to shield a portion of their proposal from public disclosure.

Selection Criteria

The following criteria are among those, but not limited to, which will be used to evaluate the proposals and subsequent interviews:

- Demonstrated professional quality with similar projects
- Experience of personnel/sub-consultants assigned to the project
- Past Experience
- Review of references
- Quality of the proposal
- Ability to meet all aspects of the scope of work
- Ability to design a wide aspect of park features
- Ability to design
- Demonstrated flexibility in design experience and design processes
- Fee proposal

General Terms and Conditions

1. Proposals will be evaluated by City staff
2. The City reserves the right to reject any and all proposals.
3. The City reserves the right to modify the scope of the Project at any time based on the best interests of the City.
4. All documents, drawings, and findings (regardless of format) that are associated with this project shall be the property of the City of Morgan Hill.

5. Proposals shall remain effective for sixty (60) days beyond the submittal date.
6. Consultant Agreement will be the City's Standard Service Agreement for Design Professionals. All consultants are expected to have read and understand the attached Agreement, and the consultant selected through the RFP process will be expected to execute a formal Agreement with the City of Morgan Hill for the provision of the requested service as set forth in the sample agreement attached to this RFP. Submission of a signed proposal will be interpreted to mean consultant has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the attached Agreement.

Attachments:

- A. Fire Station Needs
- B. City Standard Service Agreement for Design Professional
- C. Site Diagram

Attachment 1 Fire Station Building Requirements

The construction of the Fire Station Facility will comply with California Building Codes (CBC), Essential Services Building Seismic Safety Act, American with Disabilities Act (ADA), National Fire Protection Association (NFPA), and OSHA standards.

The complete fire station should be a maximum of approximately 9000 square feet and incorporate the following features:

THREE (3) drive-through style vehicle bays with the minimum dimensions of Width 16' x Length 72' each.

- Bays should be equipped with appropriate in-floor trench drainage.
- Bays shall be designed with a vehicle exhaust removal system.
- 10'x15' work shop area accessible from the apparatus bay
- Bay doors shall be insulated and a minimum of 13'x14'.
- Ventilated Turn-out gear storage room with floor drainage to house 16 – 2' wide firefighter gear lockers.
- Decontamination room accessible from the bay area to contain a shower, commercial turn-out gear extractor washing machine and a residential washer & dryer.
- (2) Small storage rooms off of the bay to house various equipment/supplies.

Living areas of the station shall be buffered from bay and equipment areas in order to limit firefighter exposure to carcinogens and other biohazards.

- Living area should be adequate for up to (8) personnel
 - 8 individual sleeping rooms with (2) cabinets/closets each
 - Dayroom sufficient to seat (8) people
- Three unisex locker room/showers/restrooms.
- Kitchen including:
 - Table seating for (8)
 - (3) pantry cabinets
 - (3) residential refrigerator
 - Commercial induction stove/hood
 - Residential microwave
 - Residential dishwasher
 - Access to exterior patio with grill
 - Allowance for the purchase of all appliances
 - All appliances must use electricity as the only fuel source
- Residential laundry room capable of housing a washer & dryer. Laundry appliances must use electricity as the only fuel source.

Fitness room – visible to a high traffic area such as day room or kitchen with space for the following:

- Treadmill
- Stairmill / elliptical
- Rowing machine

- Stationary bicycle
- Smith machine
- Free weight / dumbbell area
- Allowance for the purchase of all fitness equipment

Radio room.

Four offices

Conference room suitable for seating 20 people.

Lobby or entry area:

- (1) public restroom
- Small seating area
- Small janitorial closet with mop sink.

Building HVAC shall use electricity as the only fuel source.

Domestic hot water system shall use electricity as the only fuel source, preferably utilizing heat pump technology, and accommodate one shower per person per shift, dishwashing loads, and clothes washing loads

Building shall have a fire alarm and full sprinkler system.

Building shall have an emergency diesel back-up generator placed on an exterior concrete pad, with a transfer switch.

Building shall be outfitted for high speed internet service with WI FI capability.

The building should be set back off of the roadway in order to provide adequate space for apparatus parking and training.

A minimum of 12 parking (2- handicap) spaces shall be provided, more is desirable.

EV Charging stations:

- A minimum of three (3) EV Charging Stations shall be provided, each with a minimum capacity of 208/240 volt and 40 amperes.
- A minimum of three (3) additional parking spaces shall be capable of accommodating future conductors and EV Chargers, each with a minimum capacity of 110/120 volts and 20 amperes. Raceways linking the electrical panel and parking space only need to be installed in spaces that will be inaccessible in the future, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits.

Drive lanes surrounding the building should accommodate apparatus having a turning radius of 55'.

Site utilities to include stormwater management, sanitary sewer, water service, gas, electricity, telephone and internet service.

Contractor shall include the cost of building permit and utility connection fees required in order to provide services to the site.

Microgrid Requirements

The Fire Station shall be designed as an island-able microgrid with the point of common coupling (PCC) at the main circuit breaker for the building electrical service equipment or another location as defined by the City.

In the event of a utility service disruption the microgrid system shall be capable of transitioning from a utility parallel operation to islanded mode. Once utility service restoration has been detected, the transition from islanded mode to utility parallel shall be seamless with appropriate synchronizing equipment to supervise the closing of the PCC.

The Fire Station shall be designed such that the electrical infrastructure is differentiated between Critical Loads and Shed-able Loads to support a load shed scheme during an islanded condition of the microgrid. The load shed scheme shall be coordinated with the fire department staff and the City prior to completing design.

- Critical loads are defined as high priority loads with the greatest impact if power interruption occurs for the facility. Critical loads may not represent loads connected to Emergency, Legally Required, or Optional Standby circuits.

The generators and DERs connected to the facility shall be black start capable.

Selective coordination shall be performed for all loads during islanded mode of the microgrid, in coordination with the City.

The microgrid system shall be safeguarded from physical and cyber attacks by means of a well-defined security policy and procedure by the contractor.

The metering infrastructure shall be designed such that fire station will be capable of providing additional capacity support back to the grid with the appropriate metering equipment coordinated with the local utility.

Solar plus Storage Requirement

The Fire Station shall be designed with a solar plus storage system that is capable of picking up the full load of the building during microgrid islanded mode.

- Contractor shall develop a cost benefit analysis for the City's review for the appropriate sizing of the solar plus storage system to sustain the microgrid during islanded mode. The study shall review the following: The optimal size of the solar plus storage system
 - o Solar PV
 - KW output
 - o Energy storage system
 - KW
 - KWh
 - o Inverters
 - KW AC output
 - Efficiency
- Capital Expenditure of the solar PV plus storage system

- Operational Expenditure of the solar PV plus storage system
- Utility Parallel vs Islanded Operations Cost-Benefit of the system
 - o Use Cases
 - o Payback period

The study shall be coordinated with the City to determine the optimal solar plus storage system for the Fire Station to determine the final solar plus storage requirements.

Additional requirements for the storage system shall include but not limited to the following:

- Shall be capable of being charged via utility source during low electricity demand periods
- Shall be designed to meet the latest NFPA requirements for fire safety
- Shall be able to, at a minimum, perform PV smoothing. Coordinate additional capabilities with the identified Use Cases in the study.

Attachment 2

CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and _____ a California **Choose an item.** ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the **Choose an item.**
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until _____ at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be _____ as further described in **Exhibit A.**
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$ _____. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed _____ dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services

performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.5. Professional Liability.
- 7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements**. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

7.2.1.2. The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

7.2.1.3. Insurance shall be primary non-contributing.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers**. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

- 7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

- 9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS

SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

with a copy to:
City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Address of CITY is as follows:

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.3. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence or willful misconduct of the CITY.

- 21.4. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.
- 21.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 21.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

26. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

27. **Data Sharing.** This Agreement requires access by CONSULTANT to CITY's Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

[Signatures on Next Page]

28. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

By:

Donald A. Larkin
Print Name

Print Name and Title of Signer.
If Corporate: Chairman, President or
Vice President

Date: _____

Date: _____

By:

Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

Date: _____

Attachment C

Site Location



ATTACHMENT 1

Wage Theft Prevention Proposal Certification

(To be executed by contractor and submitted with proposal)

All Contractors are expected to have read and understand the “Wage Theft Prevention Policy” adopted on July 26, 2017.

The undersigned Contractor hereby certifies that Contractor and its principals have___, have not___ been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state or local wage and hour laws within the past five years from the date of the submitted proposal or proposal. For each disclosed violation, the Contractor shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Contractor’s efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the Contractor to the City as a part of its proposal. The City, at its sole discretion, may disqualify a contractor based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____ [date], at _____ [city], _____ [state].

s/ _____

Print Name and Title

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL