

TOWN OF LOOMIS
NOTICE OF REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL SERVICES CONSULTANT
FOR THE YEARS 2021-2026

NOTICE IS HEREBY GIVEN that the Town of Loomis ("Town") is requesting professional Environmental Services proposals from a qualified firm or team of consultants interested in placement on the Town's 2021-2026 list of environmental firms pre-qualified to prepare Initial Studies, Negative Declarations, Environmental Impact Reports and Environmental Impact Statements (collectively, "Environmental Documents") for a variety of project including residential, commercial, and industrial developments as well as public planning projects.

The primary objective of the Request For Qualifications (RFQ) is to develop an approved list of pre-qualified Consultants to prepare environmental documents ("Environmental Consultant") and special environmental impact studies, e.g., Noise, Traffic, Air Quality, Historic Resource etc. ("Special Study Consultant") in accordance with local, state, and federal regulations. For approximately the next five years, the Town will select firms from the list of pre-qualified consulting firms to perform these services for the Town on an as-needed basis.

The Town is expecting new development projects and additions to existing businesses over the next few years. In addition, the Town is currently in the process of updating the General Plan.

The complete scope of work under the RFQ can be found on the Town's website at: www.loomis.ca.gov. Submissions must be submitted no later than 2:00 p.m., Wednesday, July 7, 2021.

Telephone communication with Town staff about the RFQ are not encouraged but will be permitted, however; any such oral communication will not be binding on the Town. Questions regarding this project should be directed to the Planning Department at the Loomis Town Hall, 365 Taylor Road, PO Box 1330, Loomis, CA 95650 - (916) 652-1840.

Mary Beth Van Voorhis, Planning Director

PUBLISH: June 18, 2021



TOWN OF LOOMIS PLANNING DEPARTMENT

REQUEST FOR QUALIFICATIONS

FOR ENVIRONMENTAL SERVICES FOR THE YEARS 2021-2026

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**TOWN OF LOOMIS
PLANNING DEPARTMENT**

**ENVIRONMENTAL CONSULTING SELECTION
FOR THE YEARS 2021-2026**

1. Introduction

The Town of Loomis, California (herein referred as "TOWN") is releasing this Request for Qualifications (RFQ) to consultant firms (hereinafter referred to as "Consultant") interested in placement on the Town's 2021-2026 list of environmental firms pre-qualified to prepare Initial Studies, Negative Declarations, Environmental Impact Reports and Environmental Impact Statements (collectively, "Environmental Documents") for a variety of projects including residential, commercial, and industrial developments as well as public planning projects.

The primary objective of the RFQ is to develop an approved list of pre-qualified Consultants to prepare environmental documents ("Environmental Consultant") and special environmental impact studies, e.g., Noise, Traffic, Air Quality, Historic Resource etc. ("Special Study Consultant") in accordance with local, state, and federal regulations. For approximately the next five years, the Town will select firms from the list of pre-qualified consulting firms to perform these services for the Town on an as-needed basis.

The Town is expecting new development projects and additions to existing businesses over the next few years. In addition, the Town is currently in the process of updating the General Plan.

2. Background

The Town of Loomis is located in western Placer County in California's Central Valley, approximately 25 miles northeast of the City of Sacramento along Interstate 80. The Town is situated in the heart of the Loomis Basin, an 80 square-mile are of the Placer County foothills that generally includes Loomis, portions of the Cities of Rocklin and Roseville, and the unincorporated communities of Penryn and Newcastle.

3. Schedule

Deadline. To be considered, a Statement of Qualifications which meets the requirements set forth hereinafter, must be received by the Town Planner, PO Box 1330, 3665 Taylor Road, Loomis, California 95650, no later than the date and time shown in the right column.

July 7, 2021
2:00 PM

Requests for Further Information. Any person seeking further information or clarification about this RFQ shall submit a request, in writing, which must be received by the Town Planner no later than close of business on ...

June 30, 2021
4:00 PM

Request for Copy of Responses. A copy of all questions and

responses will be sent to each person who submits a written request for such information before ...

June 30, 2021
4:00 PM

Oral Presentations. The Town may request any one or more proposing firms to make an oral presentation during the evaluation process. The interviews will be scheduled at a mutually agreeable time between the dates shown. Such presentations will provide firms with an opportunity to answer any questions staff may have on a bidder's proposal. Not all firms may be asked to make such oral presentations.

July 12, 2021
to
July 26, 2021

Notice of Selection. On or about the date shown, the Town will mail notices to all firms submitting proposals notified whether they have been placed on the approved list of pre-qualified consultants.

July 30, 2021

4. Scope of Services

(a) Process of Assigning Work to Pre-qualified Consultant

When an applicant submits a project application to the Town, the Town Planner will review the application, prepare an Initial Study, and determine what level of environmental review is required. If an environmental document will be required, the Town will select one or more pre-qualified Environmental Consultants to prepare a proposal for conducting the environmental review. In some cases, the Town Planner may prepare a Negative Declaration or Mitigated Negative Declaration, and may ask one or more pre-qualified Special Study Consultants to prepare a proposal for conducting an analysis of Noise, Traffic, Air Quality, Historic Resources etc.

The Town will select the successful Consultant from the proposals submitted. If the proposal is rejected for any reason, another Consultant on the list will be asked to prepare a proposal.

(b) Environmental Consultant

The selected pre-qualified Environmental Consultant will be tasked to analyze the project for potential or actual impacts on the environment, identify those impacts, prepare a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report, develop workable mitigations for the reduction of the impacts, and prepare a monitoring plan that will ensure the mitigations are implemented.

(c) Special Studies Consultants

The Special Studies Consultant will be tasked with analyzing the project for potential or actual impacts based on their area of expertise. For example, a traffic consultant may be asked to analyze potentially impacted intersections and provide recommended mitigations for impacts.

(d) Each Consultant

A selected Consultant will be required to perform all tasks in a timely manner to meet the time constraints established by state law or the Town, and may be required to:

- Establish working relationships with Town Staff, Town Council and other public agencies;
- Make presentations to local community groups, the Town Council, and the Town Staff;
- Provide a consistent standard of quality and maintain an overall standard of objectivity for the project(s);
- Maintain reasonable costs for preparation, review, and completion of any necessary documentation; and
- Evaluate projects based upon the CEQA Environmental Checklist (Appendix G of the CEQA Guidelines) as well as other unique conditions and/or impacts.

5. Fees and Expenses

(a) The Town will consider an hourly fee, a task-based fee or a flat-fee Proposal, or any combination thereof. The contract to the successful bidder, however, will contain agreed-upon maximum limit(s). Thus, each bidder is invited to provide a reasonable estimate of the maximum fee for the project.

(b) Town will agree to reimburse Consultant for its direct, reasonable, and necessary expenses incurred on the project, including but not limited to the following:

- (i) Expense of transportation in connection with the Project to and from the company's closest office;
- (ii) Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for office use of Contractor;
- (iii) Expense of renderings, models, and mock-ups; and
- (iv) Other items authorized writing and in advance by the Town Manager.

(c) All expenses in excess of \$500.00 per month must be approved in advance in writing by the Town Planner or Town Manger.

6. Proposal Documents

(a) *Copies.* Four copies of the proposal documents shall be submitted in the format described below for a proposing firm to be considered. Incomplete proposals and proposals not organized according to this RFQ may be rejected. A faxed or emailed proposal will not be accepted.

(b) *Transmittal Letter.* The proposal shall contain a letter duly executed by an authorized agent of the proposer, the contents of which are described below.

7. Statement of Qualifications

The Proposal should describe the qualifications, knowledge, background and experience of the bidder, including:

- (a) A clear, concise statement as to actual ownership of the bidder, including the name of any parent company and whether the bidder is operating under a fictitious name;
- (b) Names and titles of key management persons;
- (c) Name and qualifications of the lead person; and
- (d) An organization chart showing all key personnel, along with a description of staffing levels, capacity and availability, including the current size of the Prime Consultant and the size variation during the past five years;
- (e) Each Consultant must have either its own staff or approved sub-consultants with the expertise to evaluate the items identified in the CEQA checklist form. Consultants must also be able to work with sub-consultants that may have been selected by the Town for certain specific projects.
- (f) The Consultant must not have a conflict of interest with regard to any other work performed by the firm for the Town.
- (g) A list of the five most significant engagements performed in the last five years for a California public agency (preference given to work in the immediate Sacramento Region and Placer County areas) that are similar to the engagement described in this request for proposal, showing for each engagement:
 - (v) Name of the client and a contact name, address, and telephone number.
 - (vi) Month and year the projects started and the month and year they were completed;
 - (vii) Scope of work;
 - (viii) Total charge for the services provided, budget performance, and schedule performance;
 - (ix) Key personnel involved and the sub-consultants employed.
 - (x) Time and materials compensation schedule.
- (h) A statement disclosing each governmental agency contract disqualification or termination, whether for convenience or default, that occurred within the past five years, including the name of the government agency, the date of disqualification or termination, and the reason for disqualification or termination;
- (i) Each license or certificate that is legally required for preparing and signing plans for the work that may be involved in the project;
- (j) Anticipated Potential Problems. The proposal should identify and describe any anticipated potential problems, the bidder's approach to resolving these problems and any special assistance that will be requested from the Town.

8. Project Team

The Proposal should describe the qualifications, knowledge, background, and experience of the bidder's Project Team, including:

- (i) A detailed description of the project team's proposed technical and management approach to the project. Include the following information:
 - (A) A description of the project team's organization required to conduct this project.
 - (B) The team's identification of the critical project elements that may arise during the term of the contract.
 - (C) The team's approach to control cost, schedules, and quality.
- (ii) Provide the following information on the project team's personnel:
 - (D) The name, position, and a detailed resume, and proposed Project Manager.
 - (E) The name, position, resume and proposed responsibilities for all key personnel. Indicate their present assignments and their availability. Include alternate personnel that would be used if the persons identified as key personnel are not available at the time a specific project arises.
- (iii) Current rate sheet for personnel
- (iv) Describe any special resources the project team may bring to the Project. Such resources and experience may include items such as special computerized drafting systems, specific recent experience working on related projects, and recent experience in the Town of Loomis and/or other Sacramento Region or Placer County jurisdictions. Elaborate on why the project team stands above the competition.

9. Subcontractors

The bidder must provide for each subcontractor of the bidder, the scope of services to be provided by such subcontractor and a Statement of Qualifications containing the information specified in section 8, above, for such subcontractor.

10. Communications about the RFQ

Telephone communications with Town staff about the RFQ are not encouraged but will be permitted. However, any such oral communication will not be binding on the Town. All telephone questions regarding this project should be directed to:

Mary Beth Van Voorhis, Town Planner
Town of Loomis Planning Department
PO Box 1330, 3665 Taylor Road
Loomis, CA 95650

Phone: (916) 652-1840
Fax: (916) 652-1847
Email: mvanvoorhis@loomis.ca.gov

11. Form and Transmittal of Proposals

- (a) The proposal documents shall consist of:
- (i) A signed transmittal letter stating the Bidder's understanding of the work to be done, a commitment to perform the work within the time periods required, a commitment to enter into a contract in substantially the same form as that which is attached hereto as Exhibit A, and a statement as to why the firm believes it to be best qualified to perform the engagement.
 - (ii) Four copies of the Proposer's Statement of Qualifications.
- (b) The proposal documents shall be enclosed in a sealed envelope within another sealed envelope. The outer envelope shall be addressed and delivered to:

Mary Beth Van Voorhis, Town Planner
Town of Loomis Planning Department
PO Box 1330, 3665 Taylor Road
Loomis, CA 95650

- (c) The inner envelope shall be clearly labeled "Request for Pre-qualification for Environmental Services" and the name of the bidder(s). No FAX or e-mail submittals will be accepted.

12. Selection Process

- (a) The Statement of Qualifications will be reviewed by an evaluation committee to determine which Consultants will be included in a final interview process. All firms submitting proposal will be notified in writing as to whether they are or are not selected to be interviewed. The committee will then conduct an interview with those Consultants during the period noted in section 3, above, and will rank the interviewees based on their submitted materials and performance.
- (b) The evaluation committee will make determination of the firms to be included on the list of consultants, based upon the highest relative scores.
- (c) The evaluation committee will consist of at least two members who have technical expertise in relevant fields or who are involved in project review at various managerial levels.
- (d) The identity of members of the committee will be confidential until the interviews are held. Following the interviews, each Consultant is encouraged to direct questions concerning its relative ranking to Staff.

13. Evaluation Criteria

The determination whether a Proposer is pre-qualified will be based on a combination of factors as determined to be in the best interests of the Town, which include, but are not limited to the following factors:

- (a) Ability of the bidder to best perform the work, as measured by qualifications, past performance, knowledge of and experience with local, state and federal standards, regulations, guidelines, criteria and laws;
- (b) The bidder's responsiveness to this Request for Qualifications;
- (c) Quality of Proposal, including but not limited to the Bidder's planned approach to the project; and
- (d) Interview Presentation, e.g., whether the presentation is concise, relevant, and informative.

14. Public Records Act

Each bidder should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Loomis may not be in a position to establish that the Proposal which the candidate submits is a trade secret. If a request is made for any information marked "confidential" by a bidder, the Town will provide the candidate who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction.

15. Release of Reports and Information

Any reports, information, data, or other material given to, prepared by, or assembled by the bidder as part of the work or services under these specifications shall be the property of the Town and shall not be made available to any individual or organization by the bidder without the prior written approval of the Town.

16. Contract Documents.

The successful Consultants will be expected to execute a Master Professional Services Agreement that contains the terms and conditions set forth in the form contract that is attached hereto as Exhibit A. The Consultant is reminded that any proposed change to the form contract will be considered in determining the firm's suitability for inclusion in the interview process.

17. Terms and Conditions

- (a) *Proposal Costs.* This request for proposals does not commit the Town to pay for any costs incurred in the submission of a response or make any necessary studies or designs for the preparation thereof nor the purchase or contract for services in connection with the preparation of a submission. All costs in preparing and submitting a proposal shall be borne by the person making the proposal.
- (b) *Withdrawal.* A bidder may withdraw a proposal without prejudice prior to the time specified for opening by submitting a written request to the Town Manager for its withdrawal, in

which event, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered.

(c) *Retention and Use of Proposals.* The Town reserves the right to retain all proposals and use any idea in any proposal regardless of whether that proposal is selected. The Town also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and to accept others, except to the extent that proposals are qualified by specific limitations, and to make an award as the interest of the Town may require.

(d) *Agreement.* The Town reserves the right to negotiate any and all terms of an agreement including length, scope of services and compensation.

(e) *Awarding Authority.* An agreement with the Contractor shall not be binding unless and until it is approved and executed by the Town Council or Town Manager depending on the dollar amount.

(f) *Competency and Responsibility.* The Town reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, any and all information that the Town deems necessary to make such decision.

(g) *No Award.* The Town may, for any reason, decide not to award an agreement as a result of this RFP.

(h) *Execution of Contract.* The bidder to whom award is made will be expected to execute a written contract with the Town within twenty (20) calendar days after notice of the award has been mailed to the address given in the proposal. The substance of the contract will include the terms of this Request for Proposals and the form will be mutually acceptable to both parties.

Dated _____

Sean Rabé, Town Manager

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the TOWN OF LOOMIS ("Town"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the Town has need of a firm for Environmental Consulting Services and,

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated _____ (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of written notice to proceed from the Town, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "A."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of six months to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed \$ _____, as shown in Page _____ of Page _____ of Exhibit A without Town's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

D. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 14 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town

may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone

directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000**. per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Sean Rabé, Town Manager
Town of Loomis
PO Box 1330
3665 Taylor Road
Loomis, CA 95650

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

TOWN OF LOOMIS

By: _____
Sean Rabé, Town Manager

ATTEST:

By: _____

Town Clerk

APPROVED AS TO FORM:

By: _____

Town Attorney

CONSULTANT

By: _____

EXHIBIT A
Schedule of Performance

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____