

**REQUEST FOR QUALIFICATIONS (RFQ)**

**AS-NEEDED  
ENVIRONMENTAL CONSULTING SERVICES**

**FOR SEWER PROJECTS IN THE CITY OF VISTA AND  
BUENA SANITATION DISTRICT**

**RFP ISSUE DATE: JUNE 20, 2017  
RESPONSE DUE: JULY 27, 2017**



**Drop off Location:  
City of Vista  
City Clerk's Office  
Attn: Elmer Alex  
200 Civic Center Drive  
Vista, CA 92084  
(760) 643-5415**

# REQUEST FOR QUALIFICATIONS

## As-Needed Environmental Consulting Services

### I. INTRODUCTION AND PURPOSE

The City of Vista is soliciting written qualifications for as-needed environmental consulting services for the City of Vista and Buena Sanitation District (City) sewer projects on an as-needed basis over a three-year period. The City will enter into a three (3) –year Master Consulting Agreement with one (1) selected Consultant. Services provided under the Agreement shall not exceed \$300,000 over the term of the Agreement. A detailed scope of work and fee will then be outlined for each task and assigned to a Consultant along with a Supplemental Agreement.

Consultants may submit qualifications as a single firm with in-house capabilities or as a primary consultant with sub-consultants in order to provide “full service” environmental consulting services on an as-needed basis. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultants shall not exceed five percent (5%). The City reserves the right to request proposals from other firms throughout for special projects requiring unique qualifications.

The work in general consists of supporting the sewer utilities Capital Improvement Program (CIP). The CIP includes new sewer construction, sewer rehabilitation by cured-in-place pipe (CIPP) method, manhole rehabilitation, sewer pump station rehabilitation, microtunneling, and other trenchless methodologies.

The City’s CIP is available on-line at:

<http://www.cityofvista.com/services/city-departments/finance/budgets>

#### Special Requirements

The selected consulting firm must have the ability to comply with requirements for all applicable prevailing wage laws. The City reserves the right to utilize other consultants for specific components of a project.

## II. BACKGROUND

The City owns and operates approximately 300 miles of sanitary sewer ranging in diameter from 6 to 42-inches. It owns four sewer pump stations which are operated by Encina Wastewater Authority on behalf of the City.

Project sites are located in the City of Vista, City of Carlsbad, City of Oceanside, City of San Marcos, Caltrans right-of-way, and unincorporated areas of San Diego County. Some project sites are located within the Coastal Zone, including both City of Carlsbad and California Coastal Commission jurisdiction areas. Projects occur in the public right-of-way, paved streets, private roads, easements, canyons, and creeks. Some of the projects will impact environmentally sensitive areas including oak woodlands, wetlands, coastal sage scrub and riparian habitats.

Sewer projects are typically funded from sewer service charges and capacity charges. Some sewer projects are funded from Federal and State grants/loans. Other projects are typically funded from various sources including local funds and Federal or State grants/loans.

The City has certified a Program Environmental Impact Report (PEIR) for 2008 Sewer Master Plan Update. A copy of the PEIR is located on the City's website here:

<http://www.cityofvista.com/services/city-departments/engineering/construction-projects/sewer>

The City is in the process of the updating the Sewer Master Plan and supplementing the PEIR and expects this process to be completed at the end of the year. Draft copies are not available at this time.

### **III. PROPOSED SCOPE OF SERVICES**

The selected environmental consulting firm will be required to prepare environmental studies, biological, cultural, and botanical surveys (including endangered species, wetlands, and special habitats), wetland mitigation plans, hazardous materials database surveys, noise impact analyses, addendums to the PEIR, mitigation plans and monitoring, and permit application for a variety of CIP projects to comply with the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), Section 401 and 404 of the Clean Water Act (CWA), Federal and California Endangered Species Act, and other applicable statutes, regulations, and policies. The selected consultant maybe required to prepare applications for discretionary permits by the City of Carlsbad and California Coastal Commission.

The scope of services listed below is intended to describe the typical services to be provided by the as-needed consultant. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract. Specifically, the selected consultant shall demonstrate capabilities in performing the following:

1. Prepare archaeological and paleontological surveys (including preparation of monitoring plans and reports).
2. Prepare biological resource surveys and wetland delineations.
3. Conduct environmental baseline surveys and biological monitoring (including preparation of monitoring plans and reports), hazardous materials evaluation, and be familiar with SWPPPs and BMPs.
4. Prepare environmental management plans, natural resources management plans, endangered species management plans, wetland management plans, emergency stream bank restoration plans, and other related plans.
5. Plan, design, manage and monitor habitat mitigation sites (e.g., wetlands) and irrigation systems including preparation of construction documents (plans, specifications, and cost estimates) suitable for competitive bidding.
6. Prepare permit applications as required by the California Coastal Commission and the City of Carlsbad for discretionary permits and by the Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Game (CDFG) for issuance of federal CWA sections 404/401 permits and State section 1600 Streambed Alteration agreements.
7. Attend public hearings related to environmental documents and required permits if requested.
8. Prepare biological resources technical reports and acoustical technical reports.
9. Assist the City on tasks related to compliance with AB 52 and CEQA.

Project deliverables shall be in the following formats, as appropriate:

1. All electronic text document deliverables shall be in the Microsoft Office platform (Word, Excel, PowerPoint, Project, etc.).
2. All Geographical Information System (GIS) files shall be delivered in ESRI Geodatabase file (check with staff regarding acceptable versions).
3. All horizontal data (X, Y coordinates) shall be delivered using the California State Plane Coordinate System (NAD 83, Zone VI, feet).
4. All vertical data (Z coordinates) shall be delivered using both the North American Vertical Datum of 1988 (NAVD 88, feet) and National Geodetic Vertical Datum of 1929 (NGVD 29, feet).
5. Project Schedule - The schedule for each Scope of Work will be specific to that project and include a task list.

The City reserves the right to utilize other consultants for specific components of a project.

#### **IV. CITY RESPONSIBILITIES**

The City will be responsible for the following:

1. Providing available existing plans and records. Consultant is responsible for researching other available records.
2. Coordinating access to the site as required for Consultant review.
3. Preparing and processing requests to the City.
4. Providing survey controls (benchmark and centerline monument records) necessary for design surveys.
5. Providing Boiler Plate specifications format to Consultant.
6. Advertising and awarding construction contracts.
7. Preparing and executing agreements with other agencies or entities.
8. Coordinating the right-of-way appraisals and conducting acquisition process.
9. Payment of all permit fees.

## V. COORDINATION

Coordination with the City, other consultants and other involved agencies will be required. Coordination may include, but is not limited to, coordination with California Coastal Commission, City of Carlsbad, Caltrans, State Reclamation Board, California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (USFWS), County of San Diego, Vista Irrigation District (VID), North County Transit District (NCTD), City of Oceanside, Vista Fire Protection District, and other agencies as appropriate.

The City will decide the manner in which the project coordination is undertaken. At the City's option, coordination efforts may be performed by the Consultant's direct contact, by the Consultant acting through the City or by the City only. When coordination efforts require agreement, such agreement shall be coordinated through the City.

For contract work on City-owned property where regulatory agency oversight exists, all permits, agreements and permissions will be obtained by the Consultant.

## VI. PROJECT PROGRESS

The contract shall begin upon approval by the City Council, and the Consultant shall commence work after notification to proceed by the City.

The Consultant is advised that any recommendation for contract award is not binding on the City until the Agreement is fully executed and approved by the City Council.

## VII. PROPOSAL

### *Schedule*

The City's schedule\* for the selection process is as follows:

- |                                      |                          |
|--------------------------------------|--------------------------|
| i) City Releases RFQ                 | June 20, 2017            |
| ii) Deadline for questions           | July 17, 2017 at 5:30 PM |
| iii) Qualifications Due              | July 27, 2017 at 4:00 PM |
| iv) Consultant Shortlist (if needed) | August 14, 2017*         |
| v) Interviews (if needed)            | August 23, 2017*         |
| vi) Select Consultants               | August 30, 2017*         |
| vii) Contract Award                  | September 26, 2017*      |

\*Dates are subject to change

All questions must be submitted via email to Elmer Alex, [ealex@cityofvista.com](mailto:ealex@cityofvista.com). Phone call questions will not be accepted. Answers to all submitted questions will be provided in an addendum.

The City reserves the right to extend the date by which proposals are due.

*Requirements*

The proposal shall be limited to twenty-five (25) 8.5" x 11" pages, excluding cover letter, resumes, and appendix material. A cover letter shall summarize key elements and guarantee that key personnel will be committed to perform the required tasks throughout the duration of the contract. The cover letter shall be limited to two (2) pages and shall include a contact name, email, phone number and full address for the consultant. The cover letter shall include a statement that the consultant can meet the City's insurance requirements and is prepared to execute the Professional Services Master Agreement as written. A fee schedule described in the following section, Information Required from Consultants, shall be provided in a separate sealed envelope.

Four (4) hard copies (one original and three copies) and one electronic PDF copy of the consultant's qualifications must be submitted, with all copies having been signed by an official with the power to bind the company in its proposal and must acknowledge the RFQ has been read and understood. To be considered, all proposals shall be completely responsive to the RFQ.

Proposals shall be delivered no later than 4:00 PM on July 27, 2017 to:

Drop-off Location:  
City of Vista  
City Clerk's Office  
Attn: Elmer Alex  
200 Civic Center Drive  
Vista, CA 92084

Mailing Address:  
City of Vista  
Sewer Utilities, Attn: Elmer Alex  
200 Civic Center Drive  
Vista, CA 92084

Faxed and email copies will not be accepted.

Statements of Qualifications shall include a discussion of the Consultant's overall approach to the on-call contract, a summary of key personnel and qualifications, an

organization chart, a rate schedule, and documentation of the firm's and any sub-consultant's qualifications. The proposal should be concise, well organized, and demonstrate the responders' qualifications and experience applicable to the contract. Responders will be evaluated based on the information submitted in accordance with the criteria for selection provided herein.

Statements of Qualifications submitted in response to this RFQ shall include:

1. Company Information
  - 1.1. Identification of Responder;
  - 1.2. Legal name and address of the company (partnership, corporation, joint venture, etc.);
  - 1.3. Identification of the parent company (if applicable);
  - 1.4. Addresses of offices located in San Diego County;
  - 1.5. Number of environmental consulting discipline employees in San Diego County;
  - 1.6. Name, title, address and telephone number of person to contact concerning the proposal.
  
2. Proposed Project Approach - Discuss overall approach to a typical on-call project including time/budget management, documentation, and quality assurance and quality control (QA/QC) program.
  
3. Project Organization and Key Personnel
  - 3.1. Describe project organization, including identification and responsibilities of key personnel.
  - 3.2. Indicate roles of prime and all sub-consultants.
  - 3.3. Provide a discussion of the experience of the Project Manager and other key staff members that would be involved with performing on-call services for the City.
  - 3.4. Provide resumes of the Project Manager and other key staff members who will work on this contract. The resume shall include relevant experience, education, licenses, and certifications. The resume for each individual shall not exceed two pages in length. The resume shall include relevant experience, education, licenses, and certifications including field studies regarding endangered species (e.g., Quino Checkerspot butterfly, Least Bell's Vireo, Gnatcatcher, etc). Resumes may be included as an appendix to the main document.
  - 3.5. Provide discipline leaders with professional registration where applicable in: (1) Biologist; (2) Paleontologist; (3) Archeologist; and (4) Environmental Planner.
  - 3.6. Describe proposed line-of-communication between the City, prime team members, and sub-consultants.



4. Experience
  - 4.1. Provide a brief description of consultant's experience in completing similar as-needed environmental consulting efforts within the last 5 years.
  - 4.2. Provide detailed discussion of specialized experience in completing scope of required services listed above.
  - 4.3. Describe experience in working cooperatively and productively with federal, state, and local regulatory agencies including, but not limited to: ACOE, CDFW, RWQCB, US Forest Services, USFWS, City of Carlsbad, Regional Water Quality Control Board.
  - 4.4. Show experience in working cooperatively and productively with local Native American tribes.
  
5. References
  - 5.1. Consultants shall include a list of names, emails, and phone numbers of at least three (3) clients for whom similar work has been performed.
  
6. Exceptions to RFQ
  - 6.1. Consultant shall certify that it takes no exceptions to the RFQ including the Sample Agreement. If the Consultant does take exception(s) to any portion of the RFQ, the specific portion to which exception is taken shall be identified and explained.
  
7. Rate Schedule (separate sealed envelope)
  - 7.1. Billing – The City requires that all billing for work done by the end of billing period be submitted to the City on a monthly basis. Each billing shall be submitted with a status report describing work performed. Billings attributed to the appropriate capital construction project and charges shall be clearly assigned and totaled for each active project account. Final billing will be approved for payment only after a completed status report has been approved by the City.
  - 7.2. Overtime Pay - List procedures used for applying overtime rate for non-exempt employees. Indicate the normal hours of work and overtime rate for non-exempt employees.
  - 7.3. Rate Schedule - Include rate schedule of professional staff, services, and tests. Service costs are to be provided on a per hourly basis. Proposed rates shall clearly correlate with names and classifications of staff likely to be involved with the projects.

## **VIII. CRITERIA FOR SELECTION**

The City's consultant evaluation and selection process is based on Qualifications Based Selection (QBS) for professional services. An evaluation committee appointed by the City Engineer will review the proposals. The criteria for evaluating the proposals for the Master Consulting Agreements submitted will take the following items into consideration:

1. 15% - Relevant local experience and reputation of the consulting firm, including a verification of data and references.
2. 15% - Local experience and credentials of key personnel assigned to the as-needed contract.
3. 20% - Understanding of project objectives and scope of work as evidenced in the written narratives and oral interview.
4. 20% - Experience with projects of similar nature.
5. 10% - Staffing capabilities demonstrating that the present workload of the firm and the availability of staff for the project will remain sufficient throughout the duration of the contract.
6. 15% - Consultant's past record of performance in similar projects related to control of costs, quality of work, and adherence to schedule.
7. 5% - The City's prior experience with the consultant.
8. Fee Schedule (separate sealed envelope). The fee schedule of the top ranked consultants will be opened at the conclusion of the consultant evaluation and selection process. Fees will not be used to determine the ranking of the consultants. The City will may interview a short list of top ranked qualified consultants or proceed directly to negotiating the final fee schedule with the top ranked consultant. The ultimate consultant selection will be based upon both technical merit and value to the City.

## **IX. ESTABLISHMENT OF FEES**

The Consultant shall be paid based upon hourly rates, unit costs or fixed fee for services rendered as negotiated. For projects with a specific scope of work and duration, a project specific fee proposal will be requested. A Work Plan and a breakdown of labor hours by employee billing classification together with the cost of

non-labor and sub-consultant services shall be included with the fee proposals for individual projects. The labor breakdown shall be based on a listing of work tasks that correlates with the Consultant's defined scope of work for the project proposal. This information will be used by City's staff to evaluate the reasonableness of the fee proposal, and will be used in negotiating the final fee amounts for the Supplemental Contract Agreements.

There will be no compensation to Consultant for hours expended due to Consultant's errors and omissions.

The Consultant's Standard Hourly Billing Rates (Fee Schedule) for all classifications of staff likely to be involved with an individual project shall be included with the Request for Qualifications along with the mark-up rate for any non-labor expenses and sub-consultants. The fee schedule shall clearly identify the hourly rates for classifications of staff receiving prevailing wage rates. There will be no adjustments in an increase in the hourly rate.

## **X. METHOD OF PAYMENT**

The Consultant shall submit monthly invoices to the City. Each invoice shall include a detailed breakdown of the services, the tasks, the hours, the personnel and staff type who worked on the project, and hourly rates.

## **XI. PROFESSIONAL SERVICES AGREEMENT**

A sample Professional Services Agreement is enclosed for review, as Attachment "B". The RFQ and the Consultant's Statement of Qualifications will be attached and become part of the Agreement as exhibits.

Any subsequent changes in the RFQ from the date of issuance to the date of submittal will result in an addendum by the issuing office to those parties who have provided the proper notice of interest in responding to the RFQ.

The signer of the Statement of Qualifications must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the Statement of Qualifications is made without collusion with any other person, persons, company, or parties submitting a Statement of Qualifications; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the Statement of Qualifications has full authority to bind the principal proposer.

Please refer to the sample agreement for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement. The insurance certificate shall include the City of Vista and Buena Sanitation District, its officers and employees as insured or additional insured.

The contents of the Statement of Qualifications of the successful consultants shall become a contractual obligation if a contract ensues. Failure of a consultant to accept this obligation will result in the cancellation of any award. Any damage accrued by the City as a result of a failure to contract may be recovered from the Consultant.

For each individual project a Supplemental Agreement will be established that has a project specific scope of work and negotiated costs.

## **XII. ASSIGNED REPRESENTATIVES**

The City will assign a responsible representative to administer the contract, and to assist the Consultant in obtaining information. The Consultant also shall assign a responsible representative (Project Manager) and an alternate, who shall be identified in the proposal. The Consultant's representative will remain in responsible charge of the Consultant's duties from the Notice-to-Proceed through project completion. If the Consultant's Project Manager should be unable to continue with the project, then the Consultant shall notify the City's representative in writing. The City's representative shall first approve any substitution of representatives or sub-consultants identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract. This breach of contract will not apply if the Project Manager leaves the Consulting firm.

## **XIII. RIGHT TO REJECT PROPOSALS**

The City reserves the right to delay the project or reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFQ or otherwise.

The City reserves the right to extend the due date for the Statement of Qualifications/Proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified consultant or cancel this RFQ in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Respondent. All proposals submitted to the City of Vista become the property of the City.

#### **XIV. DISCLOSURE**

All Statement of Qualifications/Proposals become the property of the City unless a return is specifically requested as specified in the following section. The City is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the City of Vista if litigation results.

#### **XV. LATE, MODIFIED, OR WITHDRAWN STATEMENTS OF QUALIFICATIONS**

Any Statement of Qualifications received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and it was sent by mail, and it is determined by the City that the late receipt was due solely to mishandling by the City after receipt at the City; or it is the only Proposal received.

Any modification of a Statement of Qualifications, except a modification resulting from the City's request for "best and final" offer, is subject to the same conditions as the initial submission.

Statements of Qualifications may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Statements of Qualifications constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Statements of Qualifications may be withdrawn in person by the consultant or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Statement of Qualifications prior the posting of Notice of Intent to Award of contract award.

**ATTACHMENT "A"**  
**Sample Contract Agreement**

**CONTRACT FOR PROFESSIONAL SERVICES**  
**TYPE OF SERVICES**

THIS “**CONTRACT**” is entered into by and between the “**Parties**” as of \_\_\_\_\_ (“**Contract Date**”).

**1.0 THE “PARTIES”**

The “**City**”:

**CITY OF VISTA**, a chartered municipal corporation  
200 Civic Center Drive  
Vista, CA 92084

Working Contact: [WorkingName](#)  
Billing Contact: [BillingName](#)

The “**Contractor**”

[Namex](#), [statusx](#)  
[Address1](#)  
[Address2](#)

Contact: [ContactName](#)

**2.0 BASIC TERMS**

2.1 The “**Services**” to be performed by Contractor are set forth in (“**Exhibit A**”).

2.2 The “**Required License**” for the Services is: [type](#).

2.3 Contractor, an entity holding the Required License, desires to enter into this “**Contract**” with City for the Services.

2.4 The “**Project**” for which the Services are required is described in **Exhibit A**.

2.5 Contractor has submitted to City a Proposal to perform the Services dated [proposaldate](#) (“**Exhibit B**”).

2.6 The “**Contract Ceiling Price**” is: [pricex](#).

2.7 This Contract requires the payment of prevailing wages. As a condition precedent to the effectiveness of this Contract, the Contractor shall execute and deliver to City the Labor Law Compliance Form (Exhibit D).

**3.0 CONTRACT TERM**

3.1 This Contract shall take effect as of the Contract Date.

3.2 This Contract shall be in effect for [xx](#) calendar months (“**Term**”) from the Contract Date. [The Term may be extended at the City’s option for an additional yy months, in increments of City’s choice, for a maximum Term of zz from the Contract Date.](#)

3.3 City may terminate this Contract upon 30-days’ written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor’s possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to

the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.

#### **4.0 SCOPE**

Contractor shall perform all Services including, but not limited to, the furnishing of all tools, equipment, materials, software, supplies and manufactured articles, and for furnishing all transportation, services, including fuel, power and water, essential communications, and the performance of all labor, work or other operations, as may be required from time to time, in accordance with **Exhibit A** and **Exhibit B**. The Services shall be complete, and all work, material and services not expressly called for in the Proposal which may be necessary for complete and proper construction to carry out the Contract in good faith, shall be performed, furnished and installed by the Contractor at no increase in cost to City. In the event of a conflict between the provisions of **Exhibit A** and **Exhibit B**, the provisions of **Exhibit A** shall control.

#### **5.0 COMPENSATION**

5.1 City shall pay Contractor on a time and material rate as set forth in **Exhibit B** for the Services to be performed.

5.2 An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3 Changes in, additions to, or deductions from the Services, including increases or decreases in the quantity of any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1 The changes, additions, and deductions to be made.

5.3.2 The increase or decrease in compensation due the Contractor, if any.

5.3.3 Adjustment in the time of completion, if any.

#### **5.4 Contract Ceiling Price**

5.4.1 In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor's services rendered under this contract.

5.4.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.



5.5 Except as provided in **Exhibit B**, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

## **6.0 CONTRACT DOCUMENTS**

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any these documents: Documents required under **Exhibits A–E** and the Standard Specifications (defined below).

## **7.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES**

All Services under the Contract must be completed in compliance with the schedule in **Exhibit A**.

## **8.0 ASSISTANCE BY CITY**

All information, data, records, reports and maps as are in possession of City and necessary for the carrying out of this work shall be available to Contractor without charge. City shall make available to Contractor members of its staff for consultation with Contractor in the performance of this Contract. City does not warrant that the information data, records reports and maps heretofore or to be provided to Contractor are complete or accurate and Contractor should satisfy itself as to accuracy and completeness. City and Contractor agree that City shall have no liability should any information, data, records reports, and maps be inaccurate, incomplete or misleading. Unless provided in **Exhibit A**, no other assistance shall be provided by City to Contractor.

## **9.0 STANDARD OF PERFORMANCE**

9.1 Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

9.2 Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and ~~4~~rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

## **10.0 STANDARD SPECIFICATIONS AND STANDARD PLANS**

10.1 Except as otherwise provided, whenever reference is made to “**Standard Specifications**”, it shall mean:

Standard Specifications for Public Works Construction, most current edition and supplement, as last amended, with Regional Supplements, written and promulgated by Southern California Chapter, American Public Works Association, and Southern California District, Associated General Contractors of California, Joint Cooperative Committee ("Greenbook") and the City of Vista Special Provisions to the Greenbook.

10.2 Except as otherwise provided, whenever reference is made to "**Standard Plans**", it shall mean:

San Diego Area Regional Standard Drawings, and City of Vista Standard Drawings, latest edition, unless otherwise noted.

## **11.0 SUPPLEMENTARY DEFINITIONS**

In addition to or in lieu of the terms and definitions specified in Section 1-2 of the Standard Specifications, wherever the following terms and definitions are used, the intent and meaning shall be as follows:

City: The City of Vista.

Board: The City Council of the City of Vista.

Drawings or Plans: All drawings, plans, maps, profiles and diagrams delineating the work on the Services.

## **12.0 CONTRACTOR'S STATUS; CONTRACTOR'S EMPLOYEES**

12.1 Contractor shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

12.2 Contractor represents and warrants that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in **Exhibit A**.

12.3 Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

12.4 Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's officers, employees, agents and subcontractors that are included in this Contract.

12.5 The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and

subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

12.6 Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this contract. This is a continuing obligation that survives the termination of this Contract.

### **13.0 CIVIL RIGHTS**

13.1 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

13.2 Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

13.3 Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

13.4 This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

13.5 Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

13.6 Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

13.7 To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not

limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

#### **14.0 CONTROL OF SERVICES**

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("**Representative**"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

#### **15.0 ASSIGNMENT AND SUBCONSULTING**

15.1 Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

15.2 Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

#### **16.0 LICENSES**

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

## **17.0 FINANCIAL RECORDS**

17.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

17.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

## **18.0 OWNERSHIP OF DOCUMENTS**

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services.

## **19.0 CONFIDENTIALITY**

19.1 Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

19.2 Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

19.3 Contractor's obligations under this paragraph shall survive the termination of this Contract.

## **20.0 CONFLICT OF INTEREST REQUIREMENT**

Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

## **21.0 PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL**

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term "City Official" shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

## **22.0 INDEMNIFICATION**

Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Contract or its performance, including defects in design, except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (i) that City's active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law ("**Duty of Indemnification**").

## **23.0 INSURANCE AND BONDS**

Contractor shall comply with the insurance provisions set forth in **Exhibit C**.

## **24.0 SERVICE OF NOTICE**

24.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the

address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

24.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

## **25.0 SPECIAL PROVISIONS**

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in **Exhibit E**, if any.

## **26.0 EXHIBITS**

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

## **27.0 APPLICABLE LAW, VENUE**

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

## **28.0 MODIFICATIONS**

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

[Continued on page 10.]

**29.0 EXECUTION**

**IN WITNESS WHEREOF**; the Parties hereto have executed this Contract as of the Contract Date.

“City”

“Contractor”

**CITY OF VISTA**, a chartered municipal corporation

**NAMEX**, statusx

By: \_\_\_\_\_

PATRICK JOHNSON, CITY  
MANAGER JUDY RITTER, MAYOR

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

ATTEST:

MARGI KILIAN KATHY VALDEZ, CITY CLERK

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

By: \_\_\_\_\_

APPROVED AS TO FORM:  
DAROLD PIEPER, CITY ATTORNEY

By: \_\_\_\_\_

RISK MANAGEMENT REVIEW:  
DOLORES GASCON, RISK MANAGER

By: \_\_\_\_\_



**EXHIBIT A  
REQUEST FOR PROPOSALS**

**EXHIBIT B  
CONTRACTOR'S PROPOSAL**

## EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, [and for x years thereafter,] insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor's Duty of Indemnification.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4.  **Professional Liability**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

### ***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to City for review.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.

3. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

4. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

5. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Company: \_\_\_\_\_

**EXHIBIT E**  
**SPECIAL PROVISIONS**

This Contract is subject to the following provisions, if checked:

1.  State of California grant conditions, as attached.
2.  Federal grant conditions, as attached.
3.  Other conditions, as attached.