



# CITY OF EL PASO DE ROBLES

*"The Pass of the Oaks"*

ECONOMIC DEVELOPMENT

TO: INTERESTED INDIVIDUALS OR FIRMS

FROM: PAUL SLOAN, ECONOMIC DEVELOPMENT MANAGER

SUBJECT: INVITATION TO SUBMIT PROPOSALS TO THE CITY OF PASO ROBLES  
TO PROVIDE AN ECONOMIC DEVELOPMENT STRATEGIC PLAN

DATE: March 7, 2022

The attached Request for Proposals (RFP) describes the general project background and scope of services for the development of an Economic Development Strategic Plan to address the current and future needs of the City of Paso Robles.

Interested parties are invited to submit a proposal via email to Paul Sloan ([psloan@prcity.com](mailto:psloan@prcity.com)) by 5:00 p.m. on Monday, April 4, 2022.

Any requests for clarification or other questions concerning this RFP must be submitted via email to Paul Sloan ([psloan@prcity.com](mailto:psloan@prcity.com)) no later than Monday, March 21, 2022.

## REQUEST FOR PROPOSAL (RFP)

### Economic Development Strategic Plan City of Paso Robles, CA

**Release Date:** March 7, 2022

**Response Due:** April 4, 2022

#### INTRODUCTION

The City of Paso Robles (City) is seeking proposals from qualified individuals or firms to provide professional services to the City to facilitate a comprehensive public process and prepare a 5-year Economic Development Strategic Plan. This strategic plan is expected to identify and recommend specific implementation actions that the City should take to achieve long-term growth of head-of-household jobs, leverages the strengths of the tourism industry, and promotes economic diversification within the community. The successful bidder will work closely with Economic Development staff and community partners to develop goals and objectives with achievable strategies.

#### PROJECT OVERVIEW

In 2006, the City of Paso Robles, in partnership with the Paso Robles Chamber of Commerce, created the [Paso Robles Economic Strategy](#). In 2022, the Paso Robles City Council held a goal-setting workshop to receive input from residents on budget priorities. The City Council directed staff to add Economic Development and Vitality as a proposed goal focus area, with the following preliminary strategies for this goal area:

- Continue to support local businesses, including information-sharing and resource referral
- Promote Paso Robles as a destination for the “Remote Economy”
- Pursue opportunities to diversify the area economy
- Complete all phases of Spaceport Feasibility Study
- Adopt updated economic development strategic plan
- Establish cannabis governance framework

The major objective of this project is to update the City’s plan from 2006 to reflect current and long-term economic development strategies, opportunities, and challenges. The updated Economic Development Strategic Plan will provide the City and community stakeholders with a framework to budget resources and utilize staff capacity to achieve the recommendations of the strategy, with an emphasis on programs and policies that facilitate head-of-household job creation.

The City seeks to attract new industries and create jobs in order to boost revenue, remain competitive, attract new residents and provide opportunities for existing ones. As one aspect of this effort, the City of Paso Robles is currently exploring the potential to develop an application for an FAA license to establish an operational Space Port at the City's Municipal Airport. Additionally, a 2000-acre area adjacent to the airport is being studied for potentially developing a Tech Corridor to attract technology companies to the area.

Prospective consultant(s) should recognize the City’s vision of establishing a Tech Corridor and related Spaceport elements within the overall analysis/plan and will be expected to evaluate resources and identify implementation measures that are effective and achievable in the context of the overall strategy.

## PROJECT SCHEDULE

The tentative project schedule is listed below and is subject to change:

Issue RFP	March 7, 2022
Proposal Due	April 4, 2022
Review Proposals	April 5 – April 8, 2022
Recommend Award to City Council	April 19, 2022
Project Kick Off	April 25, 2022 (week of)

## RESPONSE SUBMITTAL

Interested parties are invited to submit a proposal via email to Paul Sloan ([psloan@prcity.com](mailto:psloan@prcity.com)) **no later than 5:00 p.m. on Monday, April 4, 2022.**

Any requests for clarification or other questions concerning this RFP must be submitted via email to Paul Sloan ([psloan@prcity.com](mailto:psloan@prcity.com)) no later than Monday, March 21, 2022.

## SCOPE OF SERVICES

The following section describes the minimum components which should be included in the scope of work. City staff will finalize the scope of work with the selected firm prior to the contract authorization. The City is open to suggestions other than items listed which the successful bidder believes will be of value in producing a viable Economic Development Strategic Plan that will have practical applications for planning actions.

- Work closely with City staff to develop specific details of the planning process, including the timeline, logistics, and the look and feel of the deliverables.
- Provide a broad-based participation plan to solicit input by all stakeholders.
- Host and facilitate a public workshop to gather information from citizens.
- Host and facilitate a minimum of three focus groups and conduct individual interviews with all applicable community stakeholders as identified by the City and consultant.
- Participate in meetings with City Council both in 2-2-1 format and in formal open session.
- Provide written records and summaries of the results of all public process and communication strategies.
- Conduct SWOT and market analysis.
- Develop strategic goals and objectives.
- Develop strategic goals and objectives for Space Port and Tech Corridor
- Develop a five-year implementation plan.
- Determine resource levels required to achieve plan goals.

## **Products and Results**

- A comprehensive 5-Year (2022-2027) Economic Development Strategic Plan that includes:
  - Summary overview and results from the community and stakeholder engagement process
  - Demographic and Trends Analysis of the City of Paso Robles
  - Specific sub planning elements focusing on Space Port and Tech Corridor
  - 1-, 3- and 5-year recommendations and action items to achieve plan goals
- An Electronic Copy of the 5-Year Strategic Plan as a fully bookmarked PDF file
- Three (3) binder bound hard copies

## **Items to be provided by the City of Paso Robles**

- A City assigned Project Manager
- Copies of all existing relevant studies, plans, programs, and other data including the City of Paso Robles Comprehensive General Plan and access to all applicable records.
- Assistance with planning and logistics to host community meetings and community stakeholder interviews
- Assistance in coordinating all meetings with City Council and other advisory bodies, as deemed necessary

## **PROPOSAL FORMAT**

Responses should be streamlined, providing straightforward and concise responses and input of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and ability to provide deliverables as outlined within the RFP. In addition to other requirements included in this RFP, the proposal shall include the following information in this order:

- a. The name, contact information, and qualifications of the person(s) who would be providing the services requested in this RFP.
- b. A brief description of how you recommend the delivery of your services and what tasks, if any, you will assign to the City of Paso Robles.
- c. A statement of project cost, including consulting time, materials, travel, and other anticipated costs. Project cost shall be itemized as follows: Strategic planning, stakeholder engagement, and other, including anticipated travel and material costs.
- d. A list of three references for whom you have provided similar consulting services over the past three years. For each reference, please include the name of the organization and the name, title, email address, and telephone number of your primary contact.
- e. Authorized (electronic) signature.
- f. A sample strategic plan document conducted with another similar type of organization.

## **GENERAL REQUIREMENTS**

The City reserves the right to reject any or all responses, to waive any informality in any responses, and to select the vendor that best meets the City's needs. Responses will be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which firm best meets the City's requirements.

The City's standard Professional Services Agreement is included as Attachment I. Upon award of the contract, it is expected that the successful firm will accept the Agreement terms and conditions "as is" without modification. Any contract modifications are to be stated upfront, at the time of submittal. Additionally, at the time the contract is awarded, the firm must be able to provide all required insurance documentation to the City.

Any costs incurred in the preparation of a response, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the firm. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

All data, documents and other products used or developed during performance of the services will remain the property of the City.

### **Instructions and Requirements for Proposal Submission**

- a. Proposals must be received by the submission deadline as set forth in the above timetable to be considered.
- b. City reserves the right to reject any qualifications not submitted by the submission deadline. Under no circumstances will a proposal be given consideration if it is received after the deadline.
- c. City will acknowledge receipt of your proposal within 24 hours of submission.
- d. Proposals must be submitted in the format shown in "Proposal Format." Proposals in any other form will be considered informal and may be rejected.
- e. An individual authorized to extend a formal proposal must sign the submitted proposal. Proposals that are not signed may be rejected.
- f. City reserves the right to conduct discussions with firms, to accept revisions of proposals, and to negotiate price changes. City will not disclose any information derived from submitted proposals or from discussions with other firms.
- g. City reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. City also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

### **SELECTION PROCESS**

Staff will review the proposals and make recommendation to the City Council for approval (tentatively scheduled for April 19, 2022). The City intends to evaluate the proposals based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate each proposal:

1. Ability to meet service requirements; understanding the needs and requirements of the City; scope and services offered.
2. Experience, qualifications, and knowledge of key personnel; references for similar work completed within the last three (3) years. Particular emphasis will be placed in the area of customer support.
3. Proposed pricing.
4. Completeness of responses to the Request for Proposal.

## ABOUT THE CITY

El Paso de Robles, or "*Pass of the Oaks*," is located halfway between San Francisco and Los Angeles, in San Luis Obispo County. Surrounded by scenic rolling hills and one of California's premier wine regions, Paso Robles is only 27 miles from beautiful beaches. This thriving community of over 30,000 possesses the benefits of a suburban-rural community while retaining a small-town feel and is one of California's best kept secrets. With over 200 wineries nearby and a bustling downtown with a variety of excellent restaurants and quality retail, Paso Robles is fast becoming one of the most desirable and yet relatively affordable places to live, work, and play.

The City understands the importance of business and works hard to attract commerce in a diverse array of industries. The economic outlook for Paso Robles continues to be strong. The housing market is robust, and offers a wide array of housing choices, including new neighborhoods, houses with acreage, infill, and charming Victorian homes. Paso Robles also has excellent schools, both public and private. Approximately half an hour away is the nationally ranked Cal Poly State University in San Luis Obispo, and within the city of Paso Robles is accredited Cuesta College (North County Campus).

The City's Recreation Division administers a unique array of classes, camps and leagues designed to enhance the social, physical, mental, and spiritual well-being of individuals. Recreation Services facilitates use of 8 major parks, featuring sports fields, playgrounds, tennis, pickleball and basketball courts, and picnic areas. Seasonal aquatics staff provides over 7,000 youth swim lessons, 5,000 public swim opportunities, and a selection of programs and events appealing to all ages and ability levels at the City's 2 swimming pools.

Development opportunities surround the Paso Robles Municipal Airport. With one of the best weather patterns and exceptional physical facilities (main runway 6,000 feet and planned for further expansion) and a new Regional Air Terminal, the City's Airport provides a convenient resource for business development. Business Park zoning and land is available for either lease (at the airport) or purchase (surrounding the airport).

The City of Paso Robles is currently exploring the potential to develop an application for an FAA license to establish an operational Space Port on the Municipal Airport grounds. Additionally, a 2000-acre area adjacent to the airport is being studied for potentially developing a Tech Corridor to attract technology companies to the area.

Tourism continues to be a major source of income for the City. The increase in grape and wine production has made Paso Robles a tourist destination for in-state, national, and international visitors. Transient occupancy tax collections, viewed as an indicator of tourism success, has increased significantly.

Travel and Leisure magazine rated Paso Robles as one of the "25 Top Places to Visit for the Holidays" in 2015 and in 2016. The New York Times ranked Paso Robles as #6 in the Top 50 Places in the World to visit in 2020. Paso Robles wines continue to garner awards and top point rankings from Wine Enthusiast, Wine Spectator, Robb Report, and others. Additional accolades for Paso Robles include "America's Healthiest Small Towns," "Best Small Main Street Towns in America," "America's Happiest Cities," "Best Food and Wine Festivals," "Winery of the Year" (Tablas Creek, Justin), and "Brewery of the Year" (Firestone Walker Brewing, multiple times) among others. As these honors attest, Paso Robles and the Central Coast offer an unparalleled quality of life.

ATTACHMENT 1

**CITY OF EL PASO DE ROBLES  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 2022 by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 ("City"), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

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(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which

includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.



c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

**[Delete the following provision and renumber all further provisions, if not applicable.]**

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **[Insert the name of the document that contains the City's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Luis Obispo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of El Paso de Robles

1000 Spring Street

Paso Robles, CA 93446

Attn: Paul Sloan

Economic Development Manager

CONSULTANT:

[\*\*INSERT NAME, ADDRESS & CONTACT  
PERSON\*\*]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party,



unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EL PASO DE ROBLES  
AND [\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Ty Lewis  
City Manager

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

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Melissa Boyer  
City Clerk

CITY ATTORNEY APPROVAL:

By: \_\_\_\_\_  
City Attorney

REVIEWED:

By: \_\_\_\_\_  
City Project Manager

EXHIBIT A  
Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C  
Activity Schedule