

# CITY of WILLIAMS

810 E STREET

POST OFFICE BOX 310

WILLIAMS, CALIFORNIA 95987

PHONE: (530) 473-2955 • FAX: (530) 473-2445

March 29, 2017

## RE: Request for Qualification for Environmental Consultants

The City of Williams is inviting statements of qualifications from consultants who have experience preparing Environmental Impact Reports (EIRs), Mitigated Negative Declarations, and related technical studies ( air quality, noise, biology, traffic/circulation, hydrology) that address the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). The City is assembling a list of qualified environmental consultants.

Several development projects are on the horizon for the City. The City wants to be prepared to facilitate development proposals that help implement the General Plan. Therefore, there is a good prospect for environmental work with the City of Williams.

This Request for Qualifications (RFQ) has been created to receive qualification statements from qualified candidates on an ongoing basis. Please review the electronic RFQ at the City's website at: [www.CityofWilliams.org](http://www.CityofWilliams.org)

Should you have any questions, please contact Monica Stegall at (530)473-2955 ext. 103 or email at [mstegall@cityofwilliams.org](mailto:mstegall@cityofwilliams.org)

Sincerely,



Monica Stegall  
City Planner



Ongoing Request for Qualifications for  
On-Call Environmental Impact Report  
Preparation Services

CITY OF WILLIAMS

810 E Street

Post Office Box 310

Williams, CA 95987

Release date: March 29, 2017

**Introduction:**

The City of Williams is seeking Statements of Qualifications from firms or individuals interested in providing environmental consulting services for private development projects in the city. The City will maintain a list of pre-screened, qualified environmental consulting firms which may be selected by applicants when their project requires the preparation of an environmental impact report.

The list may include an unlimited number of firms. The list will also be “open,” in that firms may submit qualifications at any time for consideration. The environmental consultant will be responsible for the preparation of environmental impact reports (EIR) environmental impact statements, technical studies, and related California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for proposed development projects.

All work prepared by the environmental consultant will be performed for, and at the direction of, the City of Williams. Specific terms of the consultant’s work will be included in the contract with the City and in a separate three-party agreement between the City, the consultant, and the applicant.

**This is an ongoing request; there is no submittal deadline**

Because the City will accept Statements of Qualifications at any time for consideration and placement on the list, there is no deadline for submittal.

**Submittal Requirements:**

Statements of Qualifications shall be submitted via electronic delivery only in PDF to:

Monica Stegall, City Planner, at [mstegall@cityofwilliams.org](mailto:mstegall@cityofwilliams.org)

E-mail inquiries should be clearly identified as “EIR Preparation Services RFQ Inquiry”

Refer to Exhibit A for guidelines for Preparation and Submittal of Statement of Qualifications.

For files in excess of 5 megabytes, the use of Dropbox or a similar electronics delivery service is suggested. Printed copies of your statement of Qualifications will not be accepted.

**Background:**

The City of Williams is interested in compiling a certified list of qualified environmental consulting firms that may be selected to prepare environmental Impact Reports (EIRs). These EIRs would be used generally for private development project, but can also be used for City projects. The importance of this list and subsequent selection of consultants to prepare EIRs and/or other environmental documents are to:

- Assure performance of work, so that the City's decision-makers, the public, and other agencies are provided with complete and accurate information.
- Eliminate to the extent possible actual or perceived conflicts of interest by ensuring that firm(s) preparing EIRs are not financially involved with either the project or the applicant.
- Reduce delay for applicants by implementing this list and allowing applicants to select the firm(s) from which scopes or work and fee proposals will be sought at the time an EIR or related document is determined to be needed.
- Ensure that all firms interested in being on the City's approved list have the opportunity to submit qualifications for consideration.

**How the list will be created?**

All statements of Qualifications submitted to the City in response to this RFQ will be reviewed by staff to ensure that a few basic criteria are met:

- The firm is clearly qualified to prepare EIRs and similar documents, and has demonstrated track record preparing these documents.
- The firm can provide references from recent clients (within the past five years) who will attest to its ability to provide competent services in a timely manner.
- The firm's staff includes professionals who were involved in the preparation of any environmental documents that are submitted as proof of competence.

All firms meeting this criteria will be placed on an alphabetical list to be maintained by the Planning Department. This list will be updated as needed (such as when additional Statements of Qualifications are submitted that meet the City's criteria).

Firms that specialize in technical studies (biology, noise, air quality, traffic, etc.) can submit materials describing their qualifications. Technical firms will be placed on the list with a technical study annotation.

All Statement of Qualifications materials will be archived by the City and will be provided to development project applicants who request them. The City's list and your submittal materials will be placed online for access by applicants and the public.

### **How the list will be used?**

When it is determined that a project will require an EIR, or other technical study, the applicant will be given the list of the pre-approved consultants and asked to select one or more firms from which to seek a scope of services and cost estimate (if the applicant wishes to work with a firm which is not on the list, that firm will be asked to submit a Statement of Qualifications, which will be reviewed in the same manner as all other submittals. If that firm is determined to be qualified, it will be asked to submit a scope of work and fee proposal.) Upon receiving the applicant's selection, City staff will seek a scope of services and cost estimate from one or more firms as determined appropriate. The City may or may not select a consultant on the list selected by the applicant.

The scope of work (or scopes, if multiple firms are contacted) will be reviewed by City staff to ensure that:

- All relevant environmental issues will be examined.
- Sufficient technical expertise, either by the consultant or via subconsultant(s), is available.
- Sufficient time is allocated for preparing the EIR, coordinating with City staff, responding to comments, attending public meetings/hearings etc.

The City will also ask the firm(s) to verify that they do not have a financial interest or other potential conflict involving either the applicant or the project. Firms with a potential conflict will not be asked to submit a scope of work.

The City will review the cost proposal, but this review will be limited to ensuring that the budget is sufficient to provide the consultant with the time needed to prepare a complete and adequate document.

The applicant will be given the approved scope(s) and budget(s) and will be asked to select the firm to prepare the environmental document.

Also at this time, a three-party agreement may be entered into by the City, the consulting firm, and the applicant, specifying among other items how the applicant will be involved in the process of preparing the environmental document and how communications and distribution of information will take place.

### **What are the required timelines?**

To reduce cost and delays, the City has committed to the following timelines. Please make sure that you can meet these timelines before you submit a Statement of Qualifications.

- The City will inform the applicant as soon as a decision has been made that an environmental impact report, or other related environmental document is needed.
- Selected firms will be given three weeks to submit a scope and budget.
- The City will review the submitted scopes and budgets within two weeks after they are received.
- The City will enter into a contract with the consultant as soon as possible following selection of the final firm by the applicant (subject to City Council approval for contracts exceeding \$30,000.00).

### **What are the rules and conditions?**

All of the following apply to this RFQ and responses.

- All submittals to the City regarding this RFQ, including Statement of Qualifications, will become a public record, available for review upon request.
- Additional requirements will be stipulated in the contract between the City and the consultant.
- Any submittal may be withdrawn or modified at any time.
- The City reserves the right to accept or reject the submittal, if deemed to be in the best interest of the city.
- The City retains the right, in its sole discretion, to waive any irregularities in submittals that do not comply with the strict requirements of this RFQ.
- The City may, at any time, without cause, remove selected consultants from the list.
- Consultants are required to provide proof of insurance prior to beginning of work. Specific requirements will be provided at the time a consultant is selected.
- On selection of a consultant and award of contract, the consultant and any associated sub-consultants shall be required to obtain a City of Williams business license.

## Exhibit A

### Guidelines for Statement of Qualifications Preparation Submittal

Statements of Qualifications shall contain the following information in the order listed:

1: Introductory letter: Please include a brief introductory letter, addressed to: Monica Stegall, City Planner, City of Williams, 810 E street P.O. Box 310, Williams CA 95987

2. Description of the Firm and Qualifications: Include information covering all of the following:

A. Types of services that your firm is particularly qualified to perform. Generally describe the scope of services that can be provided by your firm without the use of outside consultants.

B. A brief description of the consultant's overall organization and areas of practice.

C. The name of the lead person(s) who will be the primary liaison with the City. Include staff resumes for individuals who are expected to participate in the environmental review process and discuss each individual's potential role in the process.

D. Description of the organization and expertise of sub consultants that you have typically used over the past five years, particularly for traffic reports, and identification of the task typically assigned to sub consultants.

E. Current staffing levels.

F. Description of previous EIRs or focused studies completed for other cities or public or private industries over the past eight years. Technical firms may identify other products rather than EIRs.

G. Other information that may aid the City in reviewing your qualifications.

3. Work Samples: Provide two (2) complete final EIRs( draft EIR as circulated to the public + response to comments) and/or other focused studies that your firm prepared within the past two (2) years. Technical firms may submit samples of their specific work product(s) rather than EIRs. These documents should demonstrate the standards your firm maintains in the following areas:

A. Clarity of writing.

B. Analysis and explanation of environmental issues and impacts.

C. Feasible and appropriate mitigation measures.

D. Clear and accurate graphic information.

E. Completeness in terms of addressing all requirements of CEQA.

## Exhibit B

### AGREEMENT FOR PROFESSIONAL SERVICES

(between City of Williams and ...)

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Williams, a California municipal corporation ("City"), and \_\_\_\_\_ ("Consultant").

#### I. RECITALS

- A. Consultant desires to perform and assume responsibility for the provision of traffic engineering consultant services required by the City on the terms and conditions set forth in this Agreement.
- B. Consultant has presented a statement of qualifications for such services to the City, dated \_\_\_\_\_, (attached hereto and incorporated herein as Exhibit C) and is duly licensed, qualified and experienced to perform those services
- C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.
- D. City desires to engage Consultant to render such services as set forth in this Agreement.

#### II. AGREEMENT

##### A. Scope of Services

General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional traffic engineering consultant services ("Services") as more particularly described in Exhibit A. in accordance with the schedule of charges described in Exhibit B attached hereto and incorporated herein, and as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

##### B. Schedule of Services

Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed



in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit A.

Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

**C. Fees and Payments**

Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, Schedule of Charges. Consultant shall not receive compensation for services without prior City approval.

Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

**D. Changes**

The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

**E. Responsibilities of Consultant**

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

Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

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

Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

## **F. Insurance**

Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000.00 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party

action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering Hired-Non-Owned Auto with minimum limits of \$1,000,000.00 each accident.

Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000.00 per accident for bodily injury and disease.

Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000.00. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

Endorsements. The policy or policies of insurance required by Sections 0 Commercial General Liability and 0 Automobile Liability shall be endorsed to provide the following:

Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

The policy or policies of insurance required by Section 0 Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

The policy or policies of insurance required by Section 0, Professional Liability shall be endorsed, as follows:

Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

Acceptability of Insurers. 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 authorized to do business 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.

Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

**G. Ownership of Materials and Confidentiality**

Documents and Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**H. Accounting Records**

Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

**I. Subcontracting**

Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**J. Termination of Agreement**

Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been completed up to the date of termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. including non-payment of Consultant's undisputed invoices within sixty (60) days of the invoice date.

Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request and payment to Consultant.

Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



**K. General Provisions**

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City: City of Williams  
810 E Street  
Williams, CA 95987  
Attn.: Frank Kennedy, City Administrator

Consultant: Name  
Address  
City, State, Zip  
Attn.: Contact, Title

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit with the U.S. Postal Service, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Indemnification. Consultant shall defend, indemnify and hold the City, its elected 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers,

employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

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

Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.



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

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

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

Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF WILLIAMS**

**CONSULTANT**

By: \_\_\_\_\_  
Frank Kennedy  
City Administrator

By: \_\_\_\_\_  
Name  
Title

***Attest:***

***Attest:***

By: \_\_\_\_\_  
Name  
City Clerk

By: \_\_\_\_\_  
Name  
Title

***Approved as to From:***

By: \_\_\_\_\_  
Best Best & Krieger, LLP  
City Attorney