



## CITY OF PINOLE

### REQUEST FOR PROPOSALS (RFP)

### ENGINEERING DESIGN SERVICES FOR SANITARY SEWER PROJECTS RFP No: PW - 2022-03

**Date released: Tuesday, October 4, 2022**

City of Pinole  
2131 Pear Street  
Pinole, CA 94564

**RFP Submission Deadline:**  
Proposals are due prior to 4:00 PM, Pacific Standard Time  
**Wednesday, October 26, 2022**

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## SECTION I - INTRODUCTION

The City of Pinole (“City”) is advertising for proposals (Request for Proposals – “RFP”) from qualified and experienced engineering consultants to secure engineering design services for the preparation of plans, specifications, and cost estimates (PS&E) and related construction documents for a sanitary sewer main improvement project.

The proposals submitted in response to this RFP will be used as a basis for selecting the proposer (“Consultant”) to perform engineering design service. The Consultant’s proposal will be evaluated and ranked according to the criteria provided in Appendix B, “Proposal Evaluation,” of this RFP.

It shall be the Consultant’s responsibility to check their email and to obtain any addenda that may be issued.

The Consultant’s attention is directed to Appendix A, “Proposal Requirements.”

Proposers shall submit two (2) hard copies or one (1) electronic copy in PDF format on a CD/DVD/USB Flash drive of the Consultant’s proposal. The hard copies and CD/DVD/USB Flash drive shall be mailed or submitted to the City of Pinole, 2131 Pear St, Pinole, CA 94564. Alternatively, the proposal (in PDF format) can be emailed to [mkaur@ci.pinole.ca.us](mailto:mkaur@ci.pinole.ca.us). Proposal submission in any of the methods as described above must reach us prior to **4:00 PM (local), October 26, 2022**. Hard copy proposals shall be submitted in a sealed package clearly marked “**RFP No. PW-2022-03 – ENGINEERING DESIGN SERVICES FOR SANITARY SEWER PROJECTS**” and addressed as follows:

Sanjay Mishra, P.E., T.E.,  
Public Works Director  
City of Pinole  
Pinole, CA 94564

RFP No. PW\_2022-03

Proposals received after the time and date specified above will be considered nonresponsive and will be rejected.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified **Proposal must be received prior to 4:00 PM (local), October 26, 2022**.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

### **Non-commitment of City**

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request or the negotiation of a contract, or to procure or contract for services. The City reserves the right to accept or reject any or

all proposals received or to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility of any proposer and of the suitability of the services to be rendered. Further, City reserves the right to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the appropriate authority and/or City Council.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

#### PROCUREMENT SCHEDULE

Issue Date	October 4, 2022
Deadline for Submitting Written Questions	2:00 PM (local) October 18, 2022
Answers to Written Questions Posted	October 20, 2022
<b>Deadline for Proposal Submittal</b>	<b>4:00 PM (local), October 26, 2022</b>
<b>Tentative Interview Date</b>	<b>November 3<sup>rd</sup> and 4<sup>th</sup>, 2022</b>
Final Selection	November last week
Tentative Contract Award	December 2022

Any questions related to this RFP shall be submitted in writing to Misha Kaur, Capital Improvement and Environmental Program Manager, via email at [mkaur@ci.pinole.ca.us](mailto:mkaur@ci.pinole.ca.us). Response to all questions submitted will be answered in accordance with the Procurement Schedule for this RFP. **Questions shall be submitted before 2:00 PM (local) October 18, 2022.**

No oral question or inquiry about this RFP will be accepted.

## SECTION II – OVERVIEW

The City adopted a Sanitary Sewer Master Plan (SSMP) on September 20, 2022. SSMP is available for download and review by all the proposers as part of the Council agenda packet for the above date at:

(<https://www.ci.pinole.ca.us/cms/One.aspx?portalId=10947056&pageId=14626563#citycouncil>).

The City's gravity collection system is comprised of roughly 50 miles of gravity pipe up to 36 inches in diameter and over 1,300 manholes. The SSMP recommended improvements that were separated into three phases. Near Term Phase 1 (5 to 7 years), Near Term Phase 2 (8-12 years) and Long Term (13- 20 years).

The City is currently working on condition assessment of all the existing sewer pipelines in the City with an emphasis on the sewer pipelines where sanitary sewer overflows (SSOs) had been recorded in the past. To implement proposed improvements in the SSMP, the City wishes to take a phased approach and incorporate findings from the condition assessment.

## SECTION III – SCOPE OF WORK

The City is seeking a qualified Consultant to provide services related to the engineering design of sanitary sewers. The proposer should have significant experience in preparing plans, specifications, cost estimates and permits for municipal sanitary sewer projects. The objective of the Project is to complete the design and secure approval of all plans, specifications, estimates, and permits from all applicable agencies to immediately thereafter advertise, bid, and award a construction contract.

For this RFP, the project scope is Pinon 1 as described in the SSMP. The City has the right to modify and/or change the scope after award.

The following tasks are identified for the scope of services:

### **Task 1 – Project Management and Meetings**

Consultant shall budget the necessary project management time to manage all aspects of the project including preparation of monthly invoices. Invoices shall be billed by the task number and shall show the total task budget, amount billed each month and task budget balance. Consultant shall budget one (1) kick-off meeting and regular check-in meetings to be held either at City Hall or virtually (preferred). The frequency of check-in meetings will be once every two weeks to track progress and resolve issues and not expected to last more than 45 minutes per session. Separate meetings are required for deliverables i.e., 60%, 90% and final plans and specifications and should be part of the proposal.

## **Task 2 – Utility Identification/Research and Coordination**

Consultant shall identify all utility facilities within the Pinon 1 Project (Project) boundaries that may interfere with Project Construction. The Consultant shall also be required to investigate the presence of existing utilities by contacting utility owners and investigating available documentation and surface indicators. The Consultant shall identify all potential utility conflicts to the City in a technical memorandum and shall provide recommendations on the necessity of additional utility investigation to include, but not be limited to, potholing.

## **Task 3 – Utility Potholing**

Based on the results of Task 2, Consultant shall choose locations and depths for utility potholes. For budgeting purposes, the Consultant shall assume 20 pothole locations with an average depth of five (5) feet shall be required. The budget shall include potholing using vacuum excavation equipment, slurry backfill and asphalt replacement to City and Caltrans specifications. The budget shall also include securing encroachment permits from the City. There will be no fee for the City permit. The deliverable for this task shall be maps depicting identified utilities and a technical memo that discusses what impacts identified utilities may have on the project alignments. The information obtained will also be used for developing plans, specifications, and construction documents for the project.

## **Task 4 – Geotechnical Subsurface Investigation**

Performance of this task may require proposer to obtain encroachment permits from Burlington Northern and Santa Fe Railway (BNSF) for geotechnical borings within railway right of way and other project locations around the City. The cost of BNSF encroachment permits shall be included in budget. Consultant shall prepare a geotechnical subsurface investigation budget assuming 10 soil boring locations are required. The goal of the geotechnical investigation is to identify the nature and stability (or lack thereof) of subsurface sediments and the presence of shallow groundwater that may affect construction costs. Like the utility potholing, the geotechnical budget shall include drilling equipment, slurry backfill and asphalt replacement to City and Caltrans specifications. The budget shall also include securing encroachment permits from the City and BNSF. City will waive the encroachment fee for work on City right-of-way.

The deliverable for this task shall be a technical memo containing soil boring logs which will be used for developing plans, specifications, and construction documents for the project.

## **Task 5 – Project Surveying**

The Consultant shall perform topographical land survey of the surface conditions along the project alignment and its immediate surroundings, identifying road, manhole and invert elevations, structures, utilities, and any features that will affect replacement of the segment that require surveying.

## **Task 6 – Project Plans**

The Consultant shall prepare, design, and deliver plans for the construction of Pinon 1 project as described in the SSMP or for a modified project which will achieve the same objective (by independently verifying the hydraulic modeling results, propose project phasing for constructability, including any innovative solutions etc.) with a similar or better value proposition for the City.

If a modified project significantly different from the SSMP is proposed, Consultant will prepare a preliminary design technical memorandum which would include documentation of the results of tasks 2-5 as well as consultant's pipeline alignment and sizing alternatives evaluation and recommendations. This technical memorandum will include both cost and schedule impacts.

The Consultant shall prepare, design, and deliver plans for the construction for review and comment at 60%, 90% and final project design.

Plan sheet content shall be as follows, as a minimum:

1. Cover sheet with drawing index and from: to station numbers.
2. Index sheet showing the location of project and referencing to an alignment plan and profile sheet for each project.
3. Alignment Plan and Profile (P&P) Sheets for the individual projects with horizontal scale 1" = 50' and vertical scale = 1" = 5'. Plan shall depict station numbering at 100' intervals and profiles shall show a ground elevation line for all alignments.
4. P&P sheets shall depict an accurate placement and depth of all utilities identified from the utility identification research. Station numbers shall be shown on the alignment profiles for all identified utilities.
5. Plan sheets shall show the location of all existing live connections to the existing sewer main.
6. Profile sheets shall show the slope and length of pipe to be constructed along with invert elevations for all new pipes, and manhole elevations for new manholes.
7. Construction call-out notes with construction quantities shall be utilized on all plan sheets.
8. Construction detail sheets for pipe connections to existing manholes and other construction work requiring such detail. The construction detail sheets will also need to show trench shoring arrangements.

## **Task 7 – Project Technical Specifications**

Prepare technical specifications, for bid purposes, in conformance with the current Contra Costa County Standard Specifications and other applicable agency standard plans, specifications, and guidance documents for the necessary construction work. Specifications need to address methods and materials for the physical work and need to address the selected methods and equipment for shoring equipment to be used.

## **Task 8 – Construction Estimate**

Consultant shall prepare an engineer's construction estimate for the project. Cost estimates shall have quantities and unit prices for each logical work element.

### **Cost Proposal and Hourly Rates**

The proposal shall indicate the compensation structure for performing specific services identified in Tasks 1 through 8 (e.g., flat lump sum or hourly rate structure). The proposal shall also include all rates, charges for incurred costs and expenses which the proposer intends to pass along to the City (e.g., photo copying, postage, travel and any pass-through costs and expenses). To the extent that a proposal contemplates the use of subconsultants to perform any one or more of the tasks on the proposer's behalf, the proposal shall identify any subconsultant costs and expenses that will be passed through to the City and the compensation structure for such costs and expenses. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 8, and during the term of the portion of the Consulting Services Agreement (CSA) or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

The cost proposal shall present costs for each task to include all staff and administrative position and hourly rates, total estimated hours and subtotals for each task, and sub tasks, if any.

## **SECTION IV – AWARD**

In accordance with City's Procurement Policies and Procedures Manual, the City will review and evaluate the proposals based on the criteria established in Appendix B. The City will enter negotiations with the highest ranked proposer(s). Again, City reserves the right to award without interviews, based only upon the initial proposals. Each initial proposal should be submitted with the most favorable terms from both price and experience. If interviews are held, each proposer's performance in the interview will be evaluated using the criteria in Appendix B. Performance in the interviews will be used to inform the final scoring on the criteria.

## **SECTION V – PUBLIC RECORDS**

The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each PROPOSAL submitted to the City is subject to disclosure as a public record, unless the PROPOSAL or any portion thereof is exempt under the Act. If a proposer believes that any portion of its PROPOSAL is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each proposer bears the burden of proving any claimed exemption under the Act, and by submitting a PROPOSAL, a proposer agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the PROPOSAL or any portions thereof.



## SECTION VI – NON-DISCRIMINATION

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of City contracts. Proposers and any subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

## SECTION VII – LEVINE ACT

Proposers will be required to disclose on the record any contribution of more than \$250 which they have made to a City Council Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to City Manager. This information will need to be provided before the City can approve any contract.

## SECTION VIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE)

City has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the City encourages all prime proposers to utilize qualified DBE subconsultants on City Projects. City promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, City seeks the utilization of qualified DBEs when such DBEs are available. All prime proposers are required to report on DBE usage during the term of each contract.

For purposes of City's DBE Policy, a DBE shall be a "Disadvantage Business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the City's DBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, City shall make the DBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. City's DBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes. **The DBE goal for this contract is 0%.**

## **SECTION VIII - INDEMNIFICATION, INSURANCE, AND BONDING REQUIREMENTS**

Insurance and bonding requirements for this maintenance service are set forth in attached *Consulting Services Agreement* (Attachment 1).

## APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of the proposal. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

### 1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Sanjay Mishra, P.E., T.E.,  
Public Works Director  
City of Pinole  
2131 Pear St, Pinole, CA 94564

RFP No. PW\_2022-03

The letter shall be on proposer's letterhead and include the proposer's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the proposer's understanding of the services being requested and any other pertinent information the proposer believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall acknowledge the acceptance to the terms and conditions of the Consulting Services Agreement (Attachment 1) and shall contain a statement that the proposal is valid for one hundred and twenty (120) days.

### 2. Qualifications: Related experience and references of Proposer

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be provided, strength and stability of the firm, staffing capability, workload and supportive client references. Please feel free to add as many sheets of paper as you would like to your proposal to describe your qualifications and other sections covered in this RFP.

The Proposer shall:

- I. Provide a brief profile of the firm such as the types of services offered, the year founded, form of the organization (corporation, partnership, and sole proprietorship), number, size, location of offices and number of employees.
- II. Provide a general description of the firm's financial condition and identify any conditions (i.e., bankruptcy, pending litigation, planned office closures,

- impending merger) that may impede the Proposer's ability to complete the work.
- III. Describe the firm's experience in providing similar work and highlight the participation in such work by the proposed staff for this RFP.
  - IV. Identify subconsultants, by company name, address, contact person, telephone number and their function in relating to the work under this RFP (if applicable).
  - V. Provide as a minimum three (3) references for the service cited as related experience and furnish the name, title address, telephone number and email address of the person(s) at the client organization who is most knowledgeable about the work performed. The Proposer may also supply references from other work not cited in this section as related experience.

### **3. Staffing**

The Proposer shall:

1. Identify key personnel proposed to perform the work.
2. Provide brief descriptions of key personnel, detailing applicable experience.
3. If applicable, list any required licenses of key personnel needed to perform the work under this RFP.
4. Include a statement that identified key personnel will be available for the duration of the work and acknowledge that no key personnel shall be removed or replaced without the prior written concurrence of the City.

### **4. Project Approach and Work Plan**

The Proposer shall provide a brief narrative, of the proposed approach to designing the replacement and new sanitary sewers. The proposer shall explain the way in which the proposer will completely and timely complete all of the tasks called for under the RFP along with an estimate of the time (project schedule) it will take to complete each task.

### **5. Cost Proposal**

Detailed cost estimate for specific tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the Project. The task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify an hourly rate schedule for the proposed staff. Proposer rates for clerical, reproduction, and any proposed reimbursable shall also be included for each specific task.

If applicable, proposers shall submit a cost breakdown identifying items such as quantities, labor categories and rates, equipment rates, unit prices, material costs, applicable taxes, shipping, and delivery charges.

## **6. Schedule**

The proposal will include a schedule detailing when the specific task will be completed. Proposers should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall also identify all critical tasks, sequencing and critical paths required to ensure that the work is completed. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff and all legally mandated review period and comment period, including those that may be required by third party regulatory agencies. Consultant shall expect a 2-week turnaround time for the City's review of deliverables.

## **7. Exceptions/Deviations**

The proposer shall state any exceptions to or deviations from the requirements of this RFP. Where the Proposer wishes to propose alternative approaches to meeting the City's requirements, these should be thoroughly explained. Include a detailed Scope of Work Statement describing all services to be provided and how maintenance cost and servicing schedule could be minimized while maintaining the level and quality of services.

## **8. Conflict of Interest Statement**

The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the service contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction Project that will follow. The Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction Project.

## **9. Contract Agreement**

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for one hundred and twenty (120) days following the date proposal submittals are due.

## APPENDIX B – PROPOSAL EVALUATION

### 1. Evaluation Process

The City will review and evaluate all proposals deemed responsive to this RFP in accordance with City's Procurement Policies and Procedures Manual. Each of the proposals will be ranked based on the criteria listed in this section.

All proposals will be evaluated by a City Evaluation Review Committee (Committee). The Committee may be composed of the City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

The selection process may include oral interviews, if so, Consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

The Committee will review the submittals and will rank the proposals based on the Evaluation Criteria. References will be used in evaluating the Consultant. A short list of top ranked Consultants will be compiled. All Consultants that submit proposals will be informed of the ranking. City may award a contract solely based on this ranking.

If interviews are desired the Committee will interview the top ranked Consultant. An interview will include the elements of the Evaluation Criteria as well as negotiations of the cost proposal and scope. If negotiations with the top ranked Consultant are unsuccessful, then negotiations will proceed to the next most qualified Consultant, and so on. The goal of negotiations is to agree on a final contract that delivers the services and products required at a fair and reasonable cost to the City.

Upon acceptance of a cost proposal and successful contract negotiations, the Committee will recommend a contract be awarded. An award would be by the City Council.

### 2. Evaluation Criteria

Criteria for proposal evaluation includes proposer's expertise, experience and training, the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule, and compliance with the RFP requirements including the terms of the attached Consulting Services Agreement. Each such factor shall be weighted by the City as follows:

**Qualifications and Staffing (35%)** – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history and references for other municipalities.

**Project Approach and Work Plan (30%)** – The proposer’s responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City’s specific needs.

**Cost Proposal (20%)** – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and subconsultant costs) for the performance of Tasks 1 through 8, inclusive of its proposed not-to-exceed sum. The proposer’s proposed strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.

**Schedule (10%)** – Proposal for completing the project in a timely manner, inclusive of the proposer’s ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.

**Compliance with RFP (5%)** – The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer’s ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

### APPENDIX C- COST PROPOSAL

Enter below the proposed not-to-exceed amount for providing engineering design services as described in Scope of Work.

Not to Exceed Amount: \_\_\_\_\_

Attach separate details of the proposal to show the break down of the not-to exceed amount and provide hourly rate sheets as necessary.

1. I acknowledge receipt of this RFP and \_\_NA / #\_\_\_\_\_ addenda(s) for Engineering Design Services for Sanitary Sewer Projects
2. I agree to submit monthly invoices and NET 30 payment terms.
3. This proposal shall remain firm for 120 days from the date of proposal.

NAME OF PROPOSER

ADDRESS

TELEPHONE

SIGNATURE OF PERSON

AUTHORIZED TO BIND PROPOSER

SIGNATURE'S NAME AND TITLE

DATE SIGNED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PINOLE AND  
[NAME OF CONSULTANT]**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and \_\_\_\_\_ ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_ (the "Effective Date") in Pinole, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant an amount not to exceed \_\_\_\_\_, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

**2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed (\$ ). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

**2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

**4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

**4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

**4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

**4.4.4 Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4.7 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.



7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.

7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a

determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
  
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
  - 8.6.1 Immediately terminate the Agreement;
  
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  
  - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
  
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents

evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place

Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

\_\_\_\_\_  
Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

\_\_\_\_\_

\_\_\_\_\_

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ who shall act as the City's representative. All correspondence shall be directed to or through \_\_\_\_\_ or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any written notice to City shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.11 **Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.12 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

\_\_\_\_\_  
Michelle Fitzer, City Manager

\_\_\_\_\_  
[NAME, TITLE]

Consultant's City of Pinole Business  
License #: \_\_\_\_\_

\_\_\_\_\_  
Consulting Services Agreement between  
City of Pinole and \_\_\_\_\_

\_\_\_\_\_  
[DATE]

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Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Eric S. Casher, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**COMPENSATION SCHEDULE AND HOURLY FEES**



**EXHIBIT C**  
**CITY-FURNISHED FACILITIES**

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.