



CITY OF PINOLE

## **REQUEST FOR PROPOSALS (RFP)**

### **ARCHITECTURAL SERVICES FOR THE FA1702 CITYWIDE ROOF REPAIRS AND REPLACEMENT AND FA1703 CITY HALL MODERNIZATION PROJECTS**

**RFP No: PW-2024-03**

**Date released: April 24, 2024**

City of Pinole  
2131 Pear Street  
Pinole, CA 94564

#### **Proposal Submission Deadline:**

Proposals are due prior to 4:00 PM, Pacific Standard Time

**May 21, 2024**

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## SECTION I – INTRODUCTION

The City of Pinole (City) is issuing a Request for Proposals (RFP) from qualified consultants or teams to provide Architectural Services for the FA1702 Citywide Roof Repairs and Replacement and FA1703 City Hall Modernization Projects (Project). Architectural services will include preliminary and final design, including preparing plans, specifications and estimates (PS&E) and contract bid documents, and support services during the bidding and construction phases.

This Project will be funded with a combination of local growth impact fees and Measure S 2014 funds requiring design and construction in accordance all pertinent local, State, and Federal laws and regulations.

The proposals submitted in response to this RFP will be used as a basis for selecting the proposer (Consultant) to perform services. The Consultant's attention is directed to Appendix A, "Proposal Requirements," of this RFP. 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 the City of Pinole or Public Purchase websites to obtain any addenda that may be issued. Addenda to this RFP will be posted on the City of Pinole and Public Purchase websites found at:

[https://www.ci.pinole.ca.us/city\\_government/public\\_works/capital\\_projects/bids\\_and\\_rfps](https://www.ci.pinole.ca.us/city_government/public_works/capital_projects/bids_and_rfps)  
<https://www.publicpurchase.com>

Consultants shall submit one (1) electronic copy in PDF format of the Consultant's proposal to Sanjay Mishra, Public Works Director, via email at [pwrfp@ci.pinole.ca.us](mailto:pwrfp@ci.pinole.ca.us) with a subject that starts with "**RFP No. PW-2024-03**".

Alternatively, consultants may submit two (2) hard copies and 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. Proposals shall be submitted in a sealed package clearly marked "**RFP No. PW-2024-03 – ARCHITECTURAL SERVICES FOR THE FA1702 CITYWIDE ROOF REPAIRS AND REPLACEMENT AND FA1703 CITY HALL MODERNIZATION PROJECTS**" and addressed as follows:

Sanjay Mishra, P.E., T.E.  
Public Works Director  
City of Pinole  
Pinole, CA 94564  
RFP No. PW-2024-03

Proposal submission in any of the methods as described above must reach us prior to **4:00 PM (local), May 21, 2024 ("Proposal Submission Deadline")**. Proposals received after the Proposal Submission Deadline 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 by the Proposal Submission Deadline.**

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

**Non-Commitment of the 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**

The anticipated consultant selection schedule is as follows:

Issue Date	April 24, 2024
Deadline for Submitting Written Questions	2:00 PM (local) May 10, 2024
Answers to Written Questions Posted	May 14, 2024
<b>Proposal Submission Deadline</b>	<b>4:00 PM (local), May 21, 2024</b>
Tentative Interview Date	TBD
Final Selection	TBD
Tentative Contract Award	June, 2024

Any questions related to this RFP shall be submitted in writing to Sanjay Mishra, Public Works Director, via email at [pwrfp@ci.pinole.ca.us](mailto:pwrfp@ci.pinole.ca.us) with a subject that starts with “**RFP No. PW-2024-03**”. Response to questions will be in accordance with the Procurement Schedule for this RFP. No oral question or inquiry about this RFP will be accepted.

**SECTION II – OVERVIEW**

The City seeks a qualified consultant or team to provide architectural services to design and support the bidding and construction phases of two Capital Improvement Plan (CIP) projects: FA1702 Citywide Roof Repairs and Replacement (FA1702 CIP Project) and FA1703 City Hall Modernization (FA1703 CIP Project). These CIP Projects are described below.

The successful Consultant will have significant experience with design and construction consulting services for renovations and modifications to existing public facility building roofs and interiors. This Request for Proposal (RFP) defines the scope of services and outlines the requirements that must be met by Consultants interested in providing such services.

**CIP PROJECT DESCRIPTIONS AND BACKGROUND**

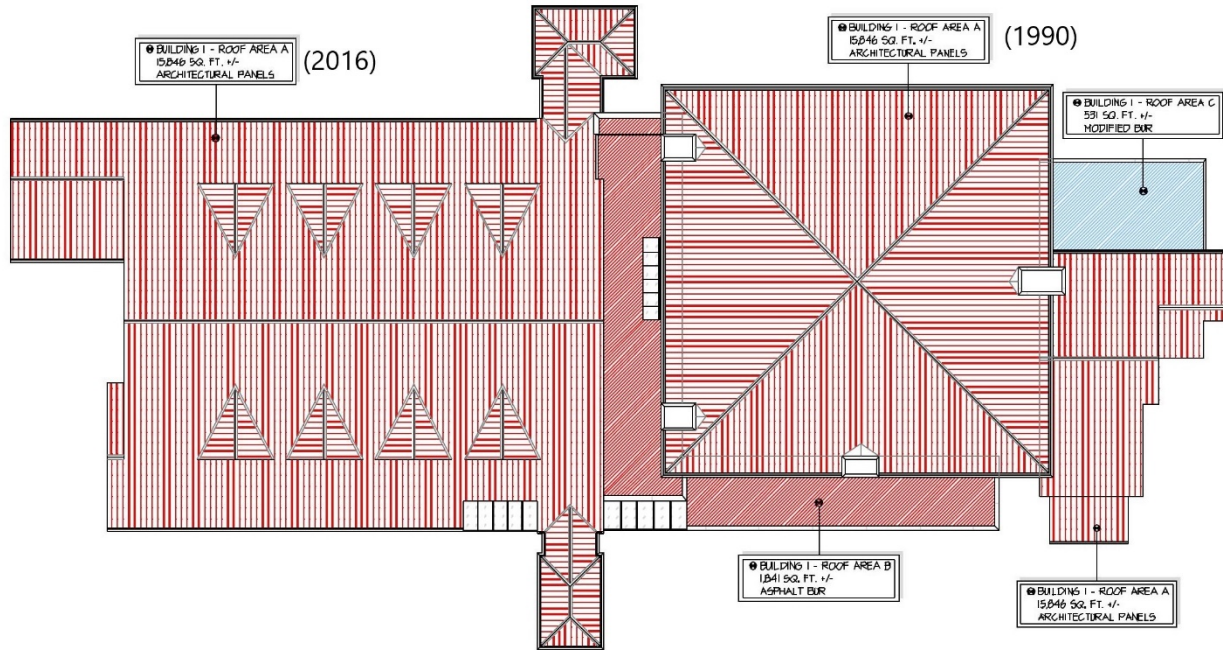
**FA1702 Citywide Roof Repairs and Replacement (FA1702 CIP Project)**

The FA1702 CIP Project includes roof repairs and replacement at four (4) City facilities, the Public Safety Building, City Hall, Senior Center, and Water Pollution Control Plant. The Water Pollution Control Plant roofs are not included in the services under this Project. Information about the facility roofs at the three (3) other facilities in the Project is included in Table 1. Selected drawings from the building plans are included for reference in Attachment 2. A sketch of the Senior Center roof showing the different roof areas is included in Figure 1.

**Table 1 – Facility Roof Information**

Facility	Address	Roof Type	Roof Area, sf	Install Year	Condition Notes	Expected Solution
Public Safety Building	880 Tennent Ave	Modified Built-Up Roofing (BUR)	14,003	2001	Bare felts, blisters and air pockets, curb assembly improperly sized	Replace
City Hall	2131 Pear St	Asphalt Gravel BUR	10,031	1999	Membrane splits, bare felts, patches, flashing deterioration/ deficiencies	Replace
		Modified BUR	1,384	1999	Blisters and ridging, flashing deterioration/deficiencies, fishmouth, open end laps	Replace
Senior Center	2500 Charles Ave	Asphalt Gravel BUR	1,841	1990	Flashing deterioration, curb assembly improperly sized, HVAC unit and vent congestion/drainage	Replace
		Modified BUR	531	1995	Fair (2015)	Assess/ Replace
		Metal Roof	6,680	1990	None	Assess/ Recommend
		Metal Roof	8,405	2016	None	Assess

**Figure 1 – Senior Center Roof Sketch**



Architectural services for the FA1702 CIP Project shall include assessment of the current conditions, development of recommended alternatives, design, and services during bidding and construction.

**FA1703 City Hall Modernization (FA1703 CIP Project)**

The FA1703 CIP Project includes interior improvements and exterior painting to extend the life of the City Hall building and improve its functionality for staff and the public. Exterior painting is not included in the services under this Project. Selected drawings from the building plans are included for reference in Attachment 2. A list of the rooms included in the Project, as numbered and named on the plans, is included in Table 2.

**Table 2 – City Hall Modernization Rooms**

Room No.	Room Name	All or Part
118	Public Counter	All
121	Bldg. Inspect./Storage	All
122	P.W. Storage	All
123	Reception	All
126	Corridor	Part
127	Work Room	All
128	Vestibule	All
129	Planning Storage	All
130	Corridor	All
133	Corridor	Part
134	C.D. Storage	All

Architectural services for the FA1703 CIP Project shall include assessment of the current uses, needs and goals, development of recommendations for reconfiguration of the space, design, and services during bidding and construction.

### SECTION III – SCOPE OF WORK

The following Scope of Work defines project tasks and assigns each to their respective responsible parties. The Consultant, under the supervision of, and in coordination with the City's project manager, shall be responsible for the tasks and program/document requirements as per the following tasks:

#### TASK 1: PROJECT ADMINISTRATION

Consultant shall be responsible for project initiation and management activities throughout the life of the contract and the scope of activities includes, but is not limited to:

- Developing, maintaining and implementing a project work plan.
- Developing and maintaining a project schedule.
- Coordinating and being responsible for scheduling meetings, preparing and distributing minutes. The Consultant may use video or audio-conferencing software to conduct meetings as needed.
- Preparing and submitting progress reports and monthly invoices in a format approved by the City of Pinole.

***Deliverables:*** Kickoff Meeting; Bi-Weekly Project Management Status Meetings; Meeting Agendas; Meeting Minutes and Action Items; Project Status Reports; Monthly Status Reports and Invoices

#### TASK 2: FA1702 CIP PROJECT

The following subtask descriptions are presented as information to assist consultants in preparing a proposal. In general, the scope of services is intended to provide the services required for the design, bidding, and construction support of the project. A detailed scope of services will be incorporated into the negotiated consultant agreement.

##### Subtask 2.1 Preliminary Design

Consultant shall perform preliminary design services:

- Collecting and reviewing background information including, but not limited to design/record drawings and prior condition assessments and rehabilitation/replacement recommendations.
- Interviewing City staff to understand existing conditions, goals and requirements.
- Planning and performing field inspections, investigations, and assessments.
- Performing and/or verifying condition assessments.
- Performing additional data collection, mapping, and building surveys necessary for preliminary engineering, design, and estimates.

- Developing and documenting alternatives, probable construction costs, construction impacts and mitigations, selection criteria, and recommendations.
- Developing general project locations and design concepts and related activities needed to establish the parameters for final design.
- Preparing a project scoping document, conducting a review meeting with the City, and incorporating City comments and resubmitting.
- Preparing project documentation to support the City of Pinole compliance with Federal and State environmental regulations. The City anticipates a Categorical Exclusion (CE) determination for this project.

***Deliverables:*** Memoranda, Survey Data, Project Scoping Document, Project Documentation for Environmental Compliance.

#### Subtask 2.2 Design

The Consultant shall:

- Design the improvements and prepare plans, specifications, and estimates (PS&E) in accordance with City, County, and State requirements to achieve project objectives.
- Submit PS&E to the City at 60%, 90%, and final contract documents.

***Deliverables:*** 60%, 90% and Final PS&E, Review Meetings.

#### Subtask 2.3 Bidding Phase Services

Consultant shall provide support during the bid period to:

- Assist City with responses to inquiries concerning the bid documents.
- Assist City with the pre-bid conference and job site tour.
- Prepare addenda for issuance, if requested, to clarify, correct, or change the bidding and contract documents.
- Prepare a bid tabulation spreadsheet.

***Deliverables:*** Pre-Bid Conference and Job Site Tour Attendance, Addenda, Bid Tabulation

#### Subtask 2.4 Construction Phase Services

Consultant shall provide design services during construction including, but not limited to:

- Preparing conformed plans and specifications.
- Preparing a submittal log, performing submittal reviews and preparing responses.
- Reviewing product substitution and contract change order requests.
- Preparing Request for Information (RFI) responses.
- Attending pre-construction and other construction-related meetings and site visits;
- Performing periodic site visits (not less than once per month).
- Providing recommendations to the City on all claims by Contractor relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work.



- Reviewing inspection “punch list” of deficiencies to be corrected by the Contractor prior to final acceptance of the work.
- Reviewing final inspection after “punch list” work has been completed by the Contractor.
- Reviewing, confirming accuracy and completeness of contractor’s red line drawings and preparing record drawings based upon information supplied by the Contractor.

***Deliverables:*** *Conformed Plans and Specifications, Submittal Log, Submittal Responses, Substitution and Change Order Reviews, RFI Responses, Meetings and Site Visits, Record Drawings*

#### Subtask 2.5 Warranty Inspection

Upon receiving written authorization to proceed, Consultant shall perform warranty inspection one year after construction is complete and prepare a list of items to be repaired or replaced under warranty.

***Deliverables:*** *Warranty Repair and Replacement List*

#### TASK 3: FA1703 CIP PROJECT

The following subtask descriptions are presented as information to assist consultants in preparing a proposal. In general, the scope of services is intended to provide the services required for the design, bidding, and construction support of the project. A detailed scope of services will be incorporated into the negotiated consultant agreement.

#### Subtask 3.1 Preliminary Design

Consultant shall perform preliminary design services:

- Collecting and reviewing background information including, but not limited to design/record drawings.
- Interviewing City staff to understand existing conditions, goals and requirements.
- Documenting project objectives.
- Planning and performing site visits and assessments.
- Performing additional data collection, mapping, and building surveys necessary for preliminary engineering, design, and estimates.
- Developing and documenting alternatives, probable construction costs, construction impacts and mitigations, selection criteria, and recommendations.
- Developing general project schematics and design concepts and related activities needed to establish the parameters for final design.
- Preparing a project scoping document, conducting a review meeting with the City, and incorporating City comments and resubmitting.
- Preparing project documentation to support the City of Pinole compliance with Federal and State environmental regulations. The City anticipates a Categorical Exclusion (CE) determination for this project.

***Deliverables:*** *Memoranda, Survey Data, Project Scoping Document, Project Documentation for Environmental Compliance.*

### Subtask 3.2 Design

The Consultant shall:

- Design the improvements and prepare plans, specifications, and estimates (PS&E) in accordance with City, County, and State requirements to achieve project objectives.
- Submit PS&E to the City at 60%, 90%, and final contract documents.

***Deliverables:*** 60%, 90% and Final PS&E, Review Meetings.

### Subtask 3.3 Bidding Phase Services

Consultant shall provide support during the bid period to:

- Assist City with responses to inquiries concerning the bid documents.
- Assist City with the pre-bid conference and job site tour.
- Prepare addenda for issuance, if requested, to clarify, correct, or change the bidding and contract documents.
- Prepare a bid tabulation spreadsheet.

***Deliverables:*** Pre-Bid Conference and Job Site Tour Attendance, Addenda, Bid Tabulation

### Subtask 3.4 Construction Phase Services

Consultant shall provide design services during construction including, but not limited to:

- Preparing conformed plans and specifications.
- Preparing a submittal log, performing submittal reviews and preparing responses.
- Reviewing product substitution and contract change order requests.
- Preparing Request for Information (RFI) responses.
- Attending pre-construction and other construction-related meetings and site visits;
- Performing periodic site visits (not less than once per month).
- Providing recommendations to the City on all claims by Contractor relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work.
- Reviewing inspection “punch list” of deficiencies to be corrected by the Contractor prior to final acceptance of the work.
- Reviewing final inspection after “punch list” work has been completed by the Contractor.
- Reviewing, confirming accuracy and completeness of contractor’s red line drawings and preparing record drawings based upon information supplied by the Contractor.

***Deliverables:*** Conformed Plans and Specifications, Submittal Log, Submittal Responses, Substitution and Change Order Reviews, RFI Responses, Meetings and Site Visits, Record Drawings

## **SECTION IV – AWARD**

In accordance with City's Procurement Policies and Procedures Manual, the City will review and evaluate the Consultant proposals based on the criteria established in Appendix B. The City will enter negotiations with the highest ranked proposer(s). Again, the 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**

Consultants 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. Consultant 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**

Consultants 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 the 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 Consultant 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 consultants 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 IX – INDEMNIFICATION, INSURANCE, AND BONDING REQUIREMENTS**

Insurance and bonding requirements for this maintenance service are set forth in attached *Standard Consultant Professional Services Agreement* (Attachment 2).

## 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. **The total number of pages must not be more than 20 pages. Introductory Letter and Appendices/Resumes are not included in the page count. A full page 11x17 Schedule or Cost Proposal will be counted as one page.**

Proposals shall contain the following information in the order listed:

### 1. **Introductory Letter**

The introductory 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-2024-03

The letter shall be on Consultant's letterhead and include the proposer's contact name, mailing address, telephone 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 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

This section of the proposal should establish the ability of the Consultant 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 Consultant 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 Consultant'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 Consultant may also supply references from other work not cited in this section as related experience.

### **3. Staffing**

The Consultant 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 Consultant shall provide a brief narrative of the proposed approach for the Project. 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. Schedule**

The proposal will include a schedule detailing when the specific task will be completed. Consultants 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.

## **6. 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. Consultant 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.

The prospective Consultant shall submit the Cost Proposal form included in Appendix C with their proposal in addition to the detailed cost estimate included in the proposal. This form will not be included in the page count limit.

## **7. 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.

## **8. 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.

## **9. Exceptions/Deviations**

The Consultant shall state any exceptions to or deviations from the requirements of this RFP. Where the Consultant wishes to propose alternative approaches to meeting the City's requirements, these should be thoroughly explained.

## 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 proposals. 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. 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 made by the City Council.

### 2. Evaluation Criteria

Criteria for proposal evaluation includes Consultant’s expertise, experience and training, the expertise of its key personnel along with prior contracting history, approach to the project, proposed schedule and cost, 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 (40%)** – The expertise, experience and training of the Consultant and its key personnel and previous experience with similar work in similar fields and qualifications, depth, and availability of the staff that will perform the work on this project. This factor includes evaluation of the Consultant’s prior contracting history and references for other municipalities.



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

**Schedule (15%)** – Proposal for completing the project in a timely manner, inclusive of the Consultant’s ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.

**Cost Proposal (10%)** – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and subconsultant costs) for the performance of the work under the RFP, inclusive of the proposed not-to-exceed amount. The proposer’s strategy for containing costs incurred by the City while meeting the objectives and standards set forth under the RFP.

**Compliance with RFP (5%)** – The ability of the Consultant to comply with all instructions set forth under this RFP as well as the Consultant’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 services as described in the Scope of Work.

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

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

- 1. I agree to submit monthly invoices and NET 30 payment terms.
- 2. 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 \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**ATTACHMENT 1 – STANDARD CONSULTING SERVICES AGREEMENT  
(15 PAGES)**

**ATTACHMENT 1**

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 \_\_\_\_\_, 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 services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

**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 in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

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

**4.2.1 General requirements.** Consultant, 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 TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

**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 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). 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 Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

#### **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) per occurrence or claim covering the Consultant's errors and omissions.

**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 (5) years after completion of the Agreement or the work.
- 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 (5) years after completion of work under this Agreement.
- 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 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

**4.4.2 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.

**4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).

**4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are

covered as additional insured on all coverages.

**4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

**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: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1 General Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor'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. Contractor 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. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity 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 Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

- 5.2 PERS Indemnification.** 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 include, 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.

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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

\_\_\_\_\_  
Neil Gang, Interim City Manager

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

Consultant's City of Pinole Business

License #: \_

Attest:

\_\_\_\_\_  
Heather Bell, City Clerk

Approved as to Form:

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

**ATTACHMENT 2 – SELECTED DRAWINGS**  
(47 PAGES)

UPLOADED AS A SEPARATE FILE ON  
PUBLIC PURCHASE.COM AND CITY WEBSITE