



Building Division · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4374

Request for Proposals

NOTICE TO INTERESTED CONSULTANTS

October 23, 2013

The CITY OF VALLEJO invites Request for Proposals submittals for

CONSULTANT SERVICES

For

AS-NEEDED OUTSIDE PLAN REVIEW, PERMITTING AND FIELD INSPECTION SERVICES.

The City of Vallejo, Building Inspection Division desires to retain well-qualified professional and technical consultants to provide as-needed Plan Review of construction documents, structural engineering, soils reports, and field inspection along with construction services in a broad area of technical disciplines to supplement staff on various development projects. The desired services include plan review (including structural review) of current development projects, building inspections for conformance with the applicable building codes, assistance with the public building counter, building code enforcement, preparation of plans and specifications for construction projects, administrative services and other professional services as authorized by the City. The consultant selection process represents the City's intent to provide a fair and objective procedure that yields the highest quality professional services at a fair and reasonable price. The contract(s) for these services will be established *at a cost not to exceed \$300,000 per year per contract.*

The City of Vallejo Building Inspection Division seeks responsible building plan check, engineering, and inspection consultants (firms) to submit "Proposals" demonstrating a broad area of technical experience and the ability to provide the requested professional services. The consultant(s) selected will provide services as specified in this "Request For Proposals" (RFP) by direct assignment of consultant's personnel.

The proposal must include a brief statement acknowledging the consultant's willingness to accept the City of Vallejo standard Consultant and Professional Services Agreement without modifications.

A statement must also be included that the consultant (firm) can and is willing to obtain the minimum scope and limits of insurance contained in the exhibits of this RFP.

The scope of work is not intended to be exhaustive, but a representative requirement of the work. The proposer is encouraged to develop a more detailed or appropriate scope of work that it believes will ensure a more successful completion of work.

REQUEST FOR PROPOSAL (RFP) SUBMITTAL:

Deliverables: **Submit THREE (3) spiral bound color copies of proposal, including a statement of fee rates.**

The completed RFP should be delivered via one of the many services available or hand delivered to:

**CITY OF VALLEJO, Building Inspection Division
555 Santa Clara Street, 2nd Floor, City Hall
P.O. Box 3068
Vallejo, CA 94590-5934
Attn: Glen Martinez, Interim Chief Building Official**

For questions please contact

**Glen Martinez, CBO
City of Vallejo, Building Inspection Division
Ph: 707-647-4387**

FILING OF SUBMITTALS

A sealed RFP package must be received by the City of Vallejo, on or before

Wednesday, November 13th, 2013 at 4:00 PM

Please prepare and organize your proposal based on the requirements provided in this RFP. It is the sole responsibility of the consultant to see that the submittal is received before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process.

Facsimile, emailed or electronic format proposals are not acceptable. This RFP does not include provisions for any direct reimbursement of statement preparation costs. The City will not be responsible for proposals delivered to a person/location other than that specified above.

I. BACKGROUND

The City of Vallejo is located in Solano County and serves an area of approximately 54 square miles (30 square miles on land and 24 square miles of waterway) with a population of approximately 120,000. The City's fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1867, and operates under the Council Manager form of government. The Consultant's principal contact with the City of Vallejo will initially be Glen Martinez, Interim Chief Building Official, or a designated representative, who will coordinate the assistance to be provided by the City of Vallejo to the interested firm.

The City of Vallejo's annual professional services and as-needed engineering budget anticipates using contract services for various related projects. The selected firm or firms will assist with reviewing construction documents to ensure the designs comply with the current applicable state adopted codes, perform construction inspection, and other administrative municipal procedural duties.

II. SCOPE OF SERVICES

This professional services contract will enable the City of Vallejo to obtain professional and technical assistance on short notice on an as-needed basis from the selected consultants. At its discretion, the City of Vallejo intends to select one or more firms with whom the City of Vallejo will contract for services on an as-needed basis.

The City of Vallejo will appoint designated consultants to provide contract support services under the direction of the Chief Building Official. The consultants must be able to provide a broad range of specialized engineering and construction services and staff to complete task project orders issued by the City of Vallejo by direct assignment of its own personnel, including, but not limited to, consultation, planning, administration, specialized analytical studies, construction support, and other miscellaneous municipal report writing.

Task project orders may be directly assigned to the selected consultant or assigned after review of competitive letter proposals from the selected firms who will be on contract with the City of Vallejo. The task project may include, but is not limited to:

I. Administrative Duties

- When directed, attend staff level meetings with City staff, public officials, community leaders, developers, contractors and the general public.
- When directed, review and provide written comments on land development matters, and construction plan review.
- When directed, provide technical advice to City personnel related to all matters of engineering, including but not limited to Disabled Access, current building code requirements, State and Federal regulations, and structural engineering.

II. Geotechnical Engineering*

- Provide professional geotechnical services for peer review of soils report and analysis for the Building Inspection Division.
- Provide review, technical advice, and recommendations to the Building Division.

III. Plan Check Services

Upon award of a contract the consultant shall perform front counter administrative services, counter permit technician services, plan review services, and/or field inspection services as requested.

- When directed, as a City agent, receive and process requests for inspection services.
- When directed, as a City agent, provide construction and maintenance observations associated with work performed within City limits. When directed,

review for compliance construction plans, documents, engineering, and specifications.

- Plan check shall be performed at the consultant's offices unless space is available at the City office and arrangements have been made for other than the consultant's office location.
- Consultant shall assign personnel who are professionally qualified to perform commercial and/or residential construction document plan review as determined by the City.
- Consultant shall designate one individual as the responsible contact for all communications between the City and consultant.
- Consultant shall furnish assigned personnel with all necessary materials, resources and training to conduct plan review, including a current copy of applicable City amendments, policies, procedures, ordinances and forms.
- Plan review approval shall not be recommended to the City until ALL code compliance issues are resolved to the best of consultant's knowledge and all permit issuance requirements of the City Building Division are satisfied. Consultant shall contact City if there are questions or other arrangements are requested.
- Consultant shall pick up all documents to be reviewed from the City of Vallejo City Hall located at 555 Santa Clara Street, Vallejo CA. Consultant shall conduct each plan review in a timely manner and within time-frame guidelines established herein. Upon completion of each plan review, the consultant shall return the reviewed documents to the City and provide an electronic and hard copy of the plan review comments. Upon completion of the plan review where approval of the documents is recommended, the consultant shall provide three (3) complete sets of all final review documents annotated as approved to the City of Vallejo, Building Inspection Division. A complete and final invoice for the project being recommended shall be provided for approval. Ongoing multiple services can be invoiced monthly.
- Plan review comment letters shall be completed in an approved format and provided to the City.
- Consultant shall conduct and coordinate all communications with the City's representative. As directed, Consultant shall send a copy of the plan review comments to the designer of record for the project and respond to designer questions. The consultant shall not contact the applicant when plans are approved. The City will notify the applicant when the permit is ready to issue.
- Code interpretations are subject to final review and approval by the Chief Building Official. All plan review comments are subject to the review of the City as requested.

- Consultant shall be available within one (1) business day to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.

IV. *Field Inspection Services*

- All field inspections shall be performed through the City's Economic Development Department, Building Inspection Division and under the direction of the Chief Building Official or other designated staff.
- Consultant shall assign personnel who are professionally qualified as determined by the City to perform commercial and/or residential construction inspection or Accessibility inspection. All materials, resources, tools and training shall be supplied by the consultant.
- Projects under construction by permit from the City shall be inspected for compliance with adopted State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City and as designated by the City as well as other Codes and regulations adopted by City Ordinance. This shall include polices and interpretations of said Codes adopted by the City.

V. *Other Professional Services*

- Provide other professional services as authorized by the City.
- Provide permit technician assistance with customers at the Building Counter, including plan intake, assistance with questions on building code requirements, etc.
- Undertake over the counter plan review at specified times, when requested

VI. *Availability*

- The contractor is expected to perform the plan review requirement under the assigned agreement by the City. Prior approval by the City is required for any and all project changes.
- The expected response time for the contractor to return a list of comments to the City or provide approval to the City for all plan review projects from the day of authorization by the City is ten (10) working days on the first review, and five (5) working days on subsequent reviews. On larger project fifteen (15) working days on the first review, and ten (10) working days on subsequent reviews.
- List a typical notification time required for the contractor to provide inspection staff for the City.
- Indicate the availability of the contractor's staff to discuss projects and technical data via phone, or other means with the City's staff, design team and/or construction team.

III. RFP COMPONENTS

The City of Vallejo Building Inspection Division (City) desires to retain professional and technical consultants to provide as-needed specialized Plan Review and Building Inspection Service.

In order to be considered, all requested information below shall be submitted. All material shall be presented in a succinct manner and follow the same order as presented in this RFP.

A. INFORMATION ABOUT FIRM(S)

- a. **Consultant Name, Address, etc:** State the name, address, telephone number, FAX number, website address (if available)
- b. **Year Firm Established:** List the year the firm was established.
- c. **Primary Contacts within the Company:** List the firm's owner and the primary contacts within the company. Include title, telephone number and e-mail address for each. Indicate which person will be the contact for the RFP process.
- d. **Number of Employees in Firm:** Indicate total number of employees for all locations of the firm.
- e. **Consultant Specialties:** List the type(s) of work the firm specializes in.
- f. **List of Lead Professional Personnel by Area of Expertise:** An organization chart describing the staff available to handle the desired work. Provide a brief but detailed history of the number of years of experience with the current firm and other firms, education, professional registration/certifications, and qualified work experience relevant to the services requested. Use separate pages per person.
- g. **Current/Prior Experience with Municipal Projects:** List up to five (5) projects, starting with the most recent, that the professional personnel of your firm have worked within the past 5 years. Provide the year the project was performed, the name of the municipality and location (city), the owner's name, address, and contact name and phone number, and the scope of work performed. Other related experience may be included.

B. APPROACH TO COMPLETING SCOPE OF SERVICES

- a. Provide the tasks and narrative of how your firm will comply with the scope of work, and what special services and products your firm has to meet our needs.
- b. A description of how the firm provides the desired services and quality control to assure adequate level of service and successful project completion and management.
- c. A statement indicating the firm is independent, properly licensed to practice in California, and has no conflict of interest with regard to any other work performed by the firm for the City.

C. FEE SCHEDULE

- a. Provide a proposed fee schedule, including the percentage of plan review fee desired that is collected by the City from the applicant, and typical hourly charge rates for labor classifications anticipated.

D. REFERENCES

Please provide three (3) references (names, addresses, phone numbers, and contact persons) for comparable work for your firm and for the team members. Provide a brief description and magnitude of the services provided for each reference.

E. CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT/INSURANCE

Include a brief statement acknowledging the Consultant's willingness to accept the attached City's standard Consultant and Professional Services Agreement as is, without modifications. If the consultant (firm) is not willing to acknowledge the Agreement, please do not submit the RFP for consideration.

The selected consultants/firm(s) shall demonstrate that they can meet the City of Vallejo's insurance requirements, including engineering errors and omissions coverage. Please refer to the attached City of Vallejo standard Consultant and Professional Services Agreement.

IV. SELECTION PROCESS

A. DISTRIBUTION AND OUTREACH

This RFP is being distributed to a list of consultants who have expressed an interest and expertise in related areas.

B. SELECTION TEAM

The City will rate prospective consultants (firms) for this work using only objective criteria based upon the information obtained from the Proposals.

The City will appoint an ad-hoc selection team (City staff) to screen proposals. The firms with the highest ranking based on experience and qualifications as described in the Proposal to provide the required services may be invited for interviews. The proposed project manager and personnel will be requested to represent the firm at the interviews.

C. SELECTION CRITERIA

The following criteria will be used in evaluating the submittals received in response to this RFP:

The Screening Panel Board evaluation will consist of a matrix of requirements, qualifications and experience, totaling 100 points.

- Background and experience of firm and personnel (20 points)
- Past performance and service on similar assignments/projects (20 points)
- Firm's quality assurance and control procedures (10 points)
- Proposed Scope of Work and Technical Qualifications (staff who will actually work on the projects) (35 points)
- Proposed Hourly Fees (15 points)

D. SELECTION PROCEDURE

Consideration of a prospective consultant's (firm's) proposal will be made only if the prospective consultant meets all the minimum requirements of this RFP. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the firm (or firms) that present the best qualifications and which will best accomplish the desired results for the City.

Any consultant (firm) deemed not qualified, or consultants (firms) who's rating changes sufficiently to disqualify them, will be notified in writing. No consultant shall have the right to an appeal based upon an incomplete or late submission of the proposal.

Request for Supplemental Information: The City reserves the right to require, from any or all consultants (firms), supplemental information that clarifies submitted materials.

Questions: All questions regarding this solicitation should be directed to the City Representative listed. Do not attempt to contact City members regarding yours, or anyone else's proposal. All information will be made known only in writing. The City Representative is Gary J. West, who can be reached by telephone at (707) 648-4387, or by email at: gmartinez@ci.vallejo.ca.us.

Incomplete Proposals: Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the proposal and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Proposal will not be considered.

Rejection of Submitted RFP: Proposals that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

The City reserves the right to waive minor irregularities in the proposal format.

The City reserves the sole right to evaluate the proposals and reject any or all RFPs.

Selection Process Termination: The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants.

Disqualification: Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

Any attempt to improperly influence any member of the selection staff;

Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City;

Evidence of incorrect information submitted as a part of the proposal;

Evidence of consultant's inability to successfully complete the responsibilities and obligations of the proposal; and

Consultant's default under any agreement, which results in termination of the agreement.

Undue Influence: All firms submitting proposals declare and warrant, on a separate attachment, that no undue influence or pressure is used against or in concert with any officer or employee of the City of Vallejo in connection with the award or terms of Agreement that will be executed as a result of award of this contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Vallejo will receive compensation, directly or indirectly, from the consultant, or from any officer, employee or agent of the consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement.

V. CITY PROVIDED MATERIALS

The following materials are provided (for reference only, subject to change without notification):

1. City of Vallejo Standard Consultant and Professional Services Agreement

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this _____ day of _____, 20____, by and between the City of Vallejo, a municipal corporation ("City"), and [type in name], [type in the type of entity], hereinafter referred to as "Consultant", who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. Indemnification. Consultant shall indemnify, defend (with independent counsel approved by the City) ,and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

5. Insurance Requirements. Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family,

business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or

other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

Consultant shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Consultant shall also comply with provisions of Labor Code section 1720 as applicable. A copy of the prevailing wage rates is available for review upon request by Consultant to the City Representative. This provision applies

only to the following portions of the scope of work:

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, 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, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect until [type in end date].

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [type in time period, e.g., one month, one year, 90 days], by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed [type in time period, e.g., one year, 90 days].

The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until terminated by CITY pursuant to the terms of this Agreement.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for

work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

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

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Mark Sawicki
Community & Economic Development
Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant: [insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and

maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services,

expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT CONSULTANT NAME]
[INSERT TYPE OF ENTITY]

CITY OF VALLEJO,
A municipal corporation

By: _____
[insert name]
[insert title]

By: _____
Mark Sawicki
Community & Economic Development
Director

DATE: _____

DATE: _____

Vallejo Business License No.

ATTEST:

By: _____
Dawn G. Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

Glen Martinez, CBO
Interim Chief Building Official

APPROVED AS TO FORM AND
INSURANCE:

Claudia Quintana
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Mark Sawicki
Community & Economic Development Director
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590
707-648-4382
707-552-0163 fx

The Consultant's Representative for this Agreement is:

[insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided.

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Time for Performance. Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

Consultant will complete all services by [insert date].

- 4. Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: [INSERT LIST OF EMPLOYEES NAMES]

EXHIBIT B
COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed.

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

or

City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of upon satisfactory completion of the services and delivery of the work product.

B. Additional Services:

1. Additional services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

Consultant's billable hourly rates shall be:

3. Consultant's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only

be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

Mark Sawicki
Community & Economic Development Director
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to

indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

7. Taxpayer Identification Number. Consultant shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

D. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per claim, and annual aggregate.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City's Risk Manager:

City of Vallejo

Attn: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

7. 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.

8. Payment Withhold. City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.