



# **Request for Proposals (RFP)**

for

**Dark Fiber to Connect**

**City of Vallejo to an Internet Point of Presence**

**and/or**

**Wholesale Internet Services**

***PROPOSALS DUE NO LATER THAN:***

***5:00 P.M. PDT***

***FRIDAY, OCTOBER 7, 2016***

(via e-mail and hard copy)

**Submit Proposals to:**

City of Vallejo  
Office of the City Manager  
ATTN: Will Morat  
555 Santa Clara Street, 3<sup>rd</sup> Floor  
Vallejo, CA 94590  
will.morat@cityofvallejo.net  
707-648-4109

## I. Invitation

The City of Vallejo (hereinafter “City”) hereby solicits a Request for Proposals (RFP) for the following:

- Dark fiber from City Hall to an Internet Point of Presence (POP)
  - Options include:
    - 2 leased strands or
    - Construction of conduit and 96 strands of single mode fiber for the City to own
- Provision of Internet Service Provider (ISP) services, including:
  - Access to a range of wholesale bandwidth from 100 Mbps to 10 Gbps
  - Ability to secure additional Internet Protocol (IP) addresses

This RFP describes the general rules for preparing and submitting proposals and the City’s requirements.

Proposer shall submit a written proposal, which presents the Proposer’s qualifications and ability of their solution to meet the specific needs of the City. The proposal should be prepared in a clear and concise manner and should provide all the information that is considered pertinent to developing a clear implementation strategy.

Unnecessarily elaborate proposals are not desired. The emphasis of the proposal should be placed on accurate responses to the needs of the City as outlined in this RFP.

Failure to comply with the requirements or to provide the requested information may result in rejection of a proposal.

## II. Inquiries

If any proposers has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omission from this RFP, the proposer shall submit a written request (electronic mail is sufficient) for an interpretation or clarification to the City contact:

Will Morat  
Office of the City Manager, City of Vallejo  
555 Santa Clara Street, 3<sup>rd</sup> Floor  
Vallejo, CA 94590  
[will.morat@cityofvallejo.net](mailto:will.morat@cityofvallejo.net) 707-648-4109

City’s responses to questions will be included in an Addendum to this RFP, if necessary, which will be issued and posted to the Bids & Proposals page on the City website:

[http://www.ci.vallejo.ca.us/doing\\_business/bids\\_proposals](http://www.ci.vallejo.ca.us/doing_business/bids_proposals)

## III. Objective

The City requires a pair of dark fiber (either via lease or installed for and owned by City) from City Hall (555 Santa Clara Street, Vallejo, California) to a POP managed by a third party, or to a carrier hotel, in order to negotiate and secure wholesale bandwidth and internet services, including the ability to secure additional IP addresses. The City’s access point at the POP/carrier hotel may require physical co-location, including rack space, interconnect, and power.

## IV. Scope of Work

The proposed scope of work should be provided with the proposer’s submittal which outlines the services, tasks and any construction anticipated to successfully meet the City’s requirements. The precise scope of services to be incorporated into the Written Agreement will be based upon the submitted proposal and may be the subject of negotiations between City and the successful proposer.

A scope of work should include, but is not limited to, the following:

- A. Conceptual design and maps to connect City Hall to a third party POP or carrier hotel
  - 1) Utilizing existing City-owned traffic signal interconnect conduit and/or fiber, as identified in Attachment B of this RFP
  - 2) Conceptual design and maps for any additional/new conduit/fiber, manholes, handholes, vaults or pullboxes required to complete the connection, including cost estimates
  - 3) Conceptual design and maps for utilizing any existing conduit/fiber to be acquired from third parties required to complete the connection, either through fiber/conduit leases, purchase, fiber swaps, or indefeasible rights of use (IRU)
  - 4) Legal description and address of POP/carrier hotel, including documentation identifying the proposer's rights, ability and method of accessing the location
  - 5) Details on the capability of the POP/carrier hotel, including physical co-location, available rack space, interconnect, power, and cost estimates for provision of those services
- B. List of ISPs/carriers accessible at the proposed POP/carrier hotel
- C. Cost estimates for:
  - 1) Engineering & design for the project, if any
  - 2) Construction and installation, if any
  - 3) Wholesale bandwidth for a wide range of data needs, from 100 Mbps to 10 Gbps
  - 4) Static IP addresses, both single and in blocks
  - 5) Conduit/fiber leases, fiber swaps or IRUs necessary
  - 6) Additional costs required, including physical co-location, rack space, interconnect, and power
  - 7) Any routine, recurring maintenance required
- D. Additional information, as necessary, on potential public-private partnership proposals and cost-sharing arrangements
- E. High-level network design and operational models based on industry best practice
- F. Scope of work for potential contractors (either public or private)
- G. Estimated schedule and milestones for implementation

## V. Other Requirements

- A. Resumes and related experience of proposer and all proposed consultants, partners or key project leaders
- B. Brief statement acknowledging the proposer's willingness to accept the attached City's standard Consultant and Professional Services Agreement (Attachment A) as is, without modifications.
- C. Signed mutual non-disclosure agreement (NDA) (Attachment C) allowing proposers access to GIS-enabled maps of City-owned conduit/fiber, if needed for preparation of a proposal (contact City for an executable NDA)

## VI. Submission of Proposals

**DUE: Friday, October 7, 2016 @ 5:00 p.m. PDT**

Proposer shall prepare and submit one (1) electronic copy and one (1) identical, sealed hard copy to:

Will Morat  
Office of the City Manager  
555 Santa Clara Street  
Vallejo, CA 94590  
[will.morat@cityofvallejo.net](mailto:will.morat@cityofvallejo.net) 707-648-4109

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise will not be considered. However, nothing in this RFP precludes the City from requesting additional information at any time during the proposal evaluation.

**VII. Qualifications**

The successful proposer shall be one who provides a clear and logical solution to meet the needs of the City. The proposer should be able to demonstrate the ability to provide the services which most effectively meets or exceeds the requirements set forth in this RFP. The proposer must also demonstrate in their proposal the qualifications of their company and references for past successes in developing similar projects. The successful proposer must demonstrate they have sufficient resources available to successfully complete the project.

**VIII. Review and Evaluation of Proposals**

After proposals are received by the City, the City shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers.

An interview of one or more of the proposers may be scheduled to facilitate evaluation of each proposer. The proposal with the lowest price will not necessarily be selected; however, price is a component of the evaluation. The City will select the proposal that is most advantageous to the City. Proposals will be evaluated on the following criteria:

Capability of Providing Services	Proposer's existing partnerships, legal status, and relationships that would enable the proposer to complete the work outlined in the proposal. The City will not assume that a proposer will perform services not specifically detailed in its submitted proposal.	25%
Internet Service Flexibility & Options	Proposal meets or exceeds the City's requirements as outlined in the RFP and provides flexibility, competition, options and partner choice that enable the City to maintain and grow its network utilizing the POP/carrier hotel location.	25%
Cost	Proposer's detailed cost estimates are reasonable and outline a feasible plant that can be achieved by the City.	25%
Qualifications	Includes education, certifications, experience and past performance of the proposers and its agents, employees and sub-consultants/contractors in developing a similarly complex project.	25%

**IX. Right of the City to Reject Proposals**

The City of Vallejo reserves the right to reject any or all proposals based on its sole discretion, or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.

**X. Award of Agreement**

The City reserves the right to negotiate the terms of the Agreement for this project with one or more proposers. Upon completion of the review/evaluation, the City shall notify those proposers who will be considered for further evaluation and negotiation. All proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by proposer's failure to respond to direction from the City may lead to rejection of the proposal.

If the City determines, after further evaluation and negotiation, to award the Agreement, a Written Service Agreement shall be sent to the successful proposer for the proposer's signature. No proposal shall be binding upon the City until the Agreement is signed by duly authorized representatives of the selected proposer and the City.

**XI. Bidding Process**

Should a proposer be successful and their proposal be selected by the City, and in order to meet City municipal code requirements, subsequent and separate RFPs may be released for implementation of the engineering design and physical construction (if any) outlined in the successful proposers scope of work. To avoid a conflict of interest, the successful proposer may submit a new proposal for either a) the engineering design, or b) the physical construction (if any), but not both.

**XII. Cost of Preparation of Proposal**

The City will not pay costs incurred by the proposer in the proposal preparation, printing or negotiation process. All such costs shall be borne by the proposer.

**XIII. Notification of Withdrawal of Proposal**

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the proposal and by formal written notice. Proposals submitted will become the property of the City of Vallejo after the proposal submission deadline.

**XIV. Prevailing Wage**

In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages applicable to the work to be done, and a current copy of said prevailing wages is on file with the City Clerk. Should the minimum Federal Wage Rate be higher than the rate determined by the Director of the Department of Industrial Relations, then the Federal Wage Rate Determination shall govern.

In addition, the City Charter of the City of Vallejo requires that the Contractor and all his/her subcontractors shall pay their employees on said work a salary or wage at least equal to the prevailing salary or wage for work of similar character in the locality in which the public work is performed.

**XV. Public Record and Non-Disclosure Agreements**

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*) unless there is a legal exception to public disclosure.
- B. If a proposer believes any portion of its proposal is subject to a legal exception to public disclosure, the proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

- C. Proposer shall submit a fully-executed Mutual Non-Disclosure Agreement (NDA), without modifications, prior to accessing any GIS-enabled City maps of City owned fiber/conduit, in order to prepare a complete and accurate proposal.
- D. Proposer and any agents, sub-consultants or subcontractors, agree to indefinitely hold confidential any sensitive information provided by the City during the proposal process such as required for a complete and accurate proposal, including maps and other data related to the City's existing fiber network that provides communications and data links for existing City public safety services.

**XVI. Written Agreement**

The selected proposer will be required to enter into a written agreement with the City under which the proposer will undertake the obligations described in this RFP. The written agreement shall be in the form of the City's standard Consultant and Professional Services Agreement (Attachment A), and shall not be modified except as it pertains to the scope of work to the written agreement (Exhibit A) or compensation (Exhibit B).

**XVII. Term of Agreement**

The term of the written agreement shall commence on the date last signed by the successful proposer and City and shall continue in accordance with the agreed-upon project timeline described in the written agreement.

**XVIII. Conflict of Interest**

Proposers should disclose any past, ongoing or potential conflicts of interest which the proposer may have as a result of performing the work described in this RFP.

**XIX. Insurance**

The proposer shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed in the City's standard Consultant and Professional Services Agreement (Attachment A, Exhibit C). A current copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) shall be submitted with the RFP.

The successful proposer shall submit a Certificate of Insurance (with endorsements) that names the City of Vallejo as additional insured to the City concurrently with the execution of the written agreement and prior to the commencement of any services.

**XX. Business License**

The successful proposer must either possess a current, valid Vallejo business license or must have submitted a Vallejo business license application and fee at the time of agreement award.

Please contact Will Morat at 707.648-4109 or [will.morat@cityofvallejo.net](mailto:will.morat@cityofvallejo.net) if you have any questions and/or to schedule a field survey.

Attachment A: Sample Written Agreement (City's standard Consultant and Professional Services Agreement)

Attachment B: City-owned Traffic Signal Interconnect Conduit/Fiber Network Map (not to scale)

Attachment C: Mutual Non-Disclosure Agreement

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the City of Vallejo, a municipal corporation ("City"), and [name ], [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, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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 Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of 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. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

**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 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 causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down 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 immediately inform the City Representative of this in writing. If additional time is required to perform the work, 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.

**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 [start date] and shall continue in full force and effect until [end date].

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [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 [time period, e.g., one year, 90 days].

**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 City records and documents, 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.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

**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 shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

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: [insert name]  
[insert title]  
[insert Department name]  
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. 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.

**37. 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.

[SIGNATURES ON FOLLOWING PAGE]

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: \_\_\_\_\_  
Daniel E. Keen  
City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Vallejo Business License No.

ATTEST:  
By: \_\_\_\_\_  
Dawn Abrahamson  
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Will Morat  
Administrative Analyst

APPROVED AS TO FORM  
AND INSURANCE:

\_\_\_\_\_  
Claudia Quintana  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**1. Representatives.**

The City Representative for this Agreement is:

[insert name]  
[insert title]  
[insert Department name]  
555 Santa Clara Street  
Vallejo CA 94590  
[insert telephone number]  
[insert facsimile number]

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 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].

SAMPLE

**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation.**

A. Services: 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 [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13] 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 shall be provided only when a Supplemental Agreement authorizing such Additional Services is 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.

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 as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

**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:

[insert name]  
[insert title]  
[insert Department name]  
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.

- 7. Taxpayer Identification Number.** Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, 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.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 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).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

#### **B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. 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, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. 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.

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

**C. Deductible and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall 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.

**D. 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:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

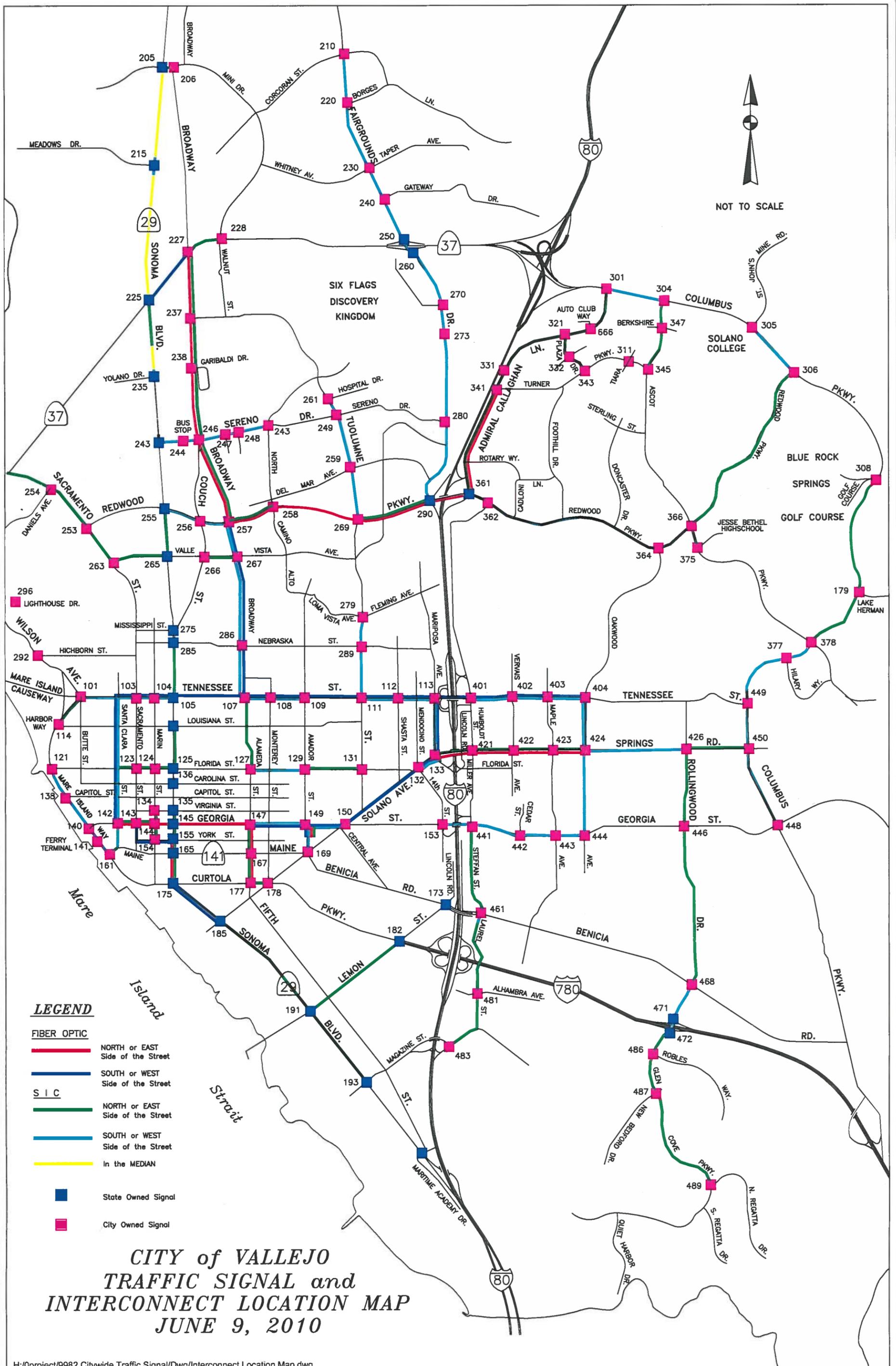
Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

**G. 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.

**H. 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.



NOT TO SCALE

**LEGEND**

- FIBER OPTIC**
- NORTH or EAST Side of the Street
- SOUTH or WEST Side of the Street
- S I C**
- NORTH or EAST Side of the Street
- SOUTH or WEST Side of the Street
- In the MEDIAN
- State Owned Signal
- City Owned Signal

**CITY of VALLEJO  
TRAFFIC SIGNAL and  
INTERCONNECT LOCATION MAP  
JUNE 9, 2010**

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 201\_, (“Effective Date”), between \_\_\_\_\_, an \_\_\_\_\_ corporation (“**XXX**”), and City of Vallejo, a charter city and municipal corporation (“**City**”). **XXX** and City may be referred to each as a “Party” or collectively as the “Parties.”

In connection with consideration of a potential business relationship of mutual interest (“**Business Relationship**”), a Party to this Agreement (“**Disclosing Party**”) may disclose to the other Party (“**Receiving Party**”) certain information which Disclosing Party desires Receiving Party treat as confidential.

In consideration of the mutual promises and covenants contained in this Agreement and the mutual disclosure of Confidential Information (defined below), the Parties agree as follows:

1. Definition of Confidential Information and Exclusions.

(a) “**Confidential Information**” means nonpublic information disclosed by or on behalf of Disclosing Party to Receiving Party (whether directly or indirectly, in written form, orally, visually or through any electronic, facsimile or computer-related communication, and whether furnished before or after the Effective Date), which is designated in writing as confidential. Confidential Information must be clearly designated as “confidential,” “proprietary,” or other term that clearly conveys the confidential nature of the information to the Receiving Party. Notwithstanding the preceding sentence, Confidential Information includes information (regardless of how designated) that is of such a nature that the Receiving Party knows, or reasonably should know, is of a confidential or proprietary nature. “Confidential Information” includes, without limitation, information in tangible or intangible form relating to and/or including Disclosing Party’s services and products; the marketing or promotion of any Disclosing Party product or service; Disclosing Party’s business policies or practices; the identities of vendors, business partners, customers and prospective customers; and information received from others that Disclosing Party is obligated to treat as confidential.

(b) Notwithstanding anything that may be to the contrary in this Agreement, Confidential Information does not include, and restrictions on the use or disclosure of Confidential Information do not apply to, any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party pursuant to the terms of this Agreement, as evidenced by documentation in Receiving Party’s possession; (iii) becomes known to Receiving Party from a source other than Disclosing Party without restriction of the third party’s or Receiving Party’s rights to disseminate the information and without notice of any restriction against its further disclosure; (iv) is independently developed by Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (v) the Disclosing Party agrees in writing is not Confidential Information or is not subject to the restrictions of this Agreement.

2. Obligations Regarding Confidential Information.

(a) Receiving Party shall:

(i) Refrain from disclosing any Confidential Information of Disclosing Party to third parties, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;

(ii) Take reasonable security precautions, at least as great as the precautions Receiving Party takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of Disclosing Party; and

(iii) Refrain from using, disclosing, reproducing, summarizing and/or distributing Confidential Information of Disclosing Party except in pursuance of the Business Relationship, and only as otherwise provided hereunder.

(b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order or request (such as by interrogatories, oral questions, subpoenas, civil investigative demands, requests for information or documents in legal proceedings or other similar process), provided that Receiving Party either (i) gives Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent and provides reasonable assistance as Disclosing Party may reasonably request to cooperate with Disclosing Party to obtain any such protective order or equivalent, provided that Disclosing Party shall reimburse Receiving Party for reasonable attorneys' fees and other out of pocket expenses in taking actions at Disclosing Party's request and provided that such notice is not legally prohibited by such order or request; or (ii) obtains written assurance from the applicable judicial or governmental entity that such entity will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

(c) Receiving Party may disclose Confidential Information only to Receiving Party's directors, officers, employees, and third parties who have a legitimate need-to-know in connection with the Business Relationship and who agree or are obligated to maintain confidentiality of Confidential Information. Receiving Party shall be responsible for compliance by those directors, officers, employees and such third parties with the terms of this Agreement.

(d) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party, its employees or third parties, and shall cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure of Disclosing Party's Confidential Information.

(e) Receiving Party shall, promptly following Disclosing Party's request, destroy all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices containing Confidential Information in Receiving Party's possession, and, upon written request from Disclosing Party, certify destruction of the same by an officer of the Receiving Party. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information and any related materials (i) to the extent required to comply with applicable legal and regulatory requirements, or (ii) that are retained in any backup tapes or other archival media; provided, however, all retained Confidential Information and related materials shall remain subject to the terms, conditions and obligations of this Agreement, and any Confidential Information and related materials retained in any backup tapes or archival media shall be overwritten or destroyed in the regular course of business when such backup tapes or archival media are recycled for further use or destroyed.

(f) Notwithstanding the above, **XXX** acknowledges City is a public entity governed by the California Public Records Act. Disclosure of records by the City pursuant to the Act shall not be a breach of this Agreement.

3. Remedies. The Parties acknowledge that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, for which monetary damages may not be a sufficient remedy, and that the other Party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous.

(a) All of Disclosing Party's Confidential Information is and will remain the property of Disclosing Party. All Confidential Information is provided "as is" without any express or implied representations or warranties of any kind, including as to fitness for a particular purpose or performance.

(b) The terms of confidentiality under this Agreement will not be construed to limit either Party's right to independently develop or acquire products or services without use of the other Party's Confidential Information. Disclosing Party acknowledges that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to

Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such development. The Parties further acknowledge and agree that exposure to Confidential Information of Disclosing Party will inevitably enhance Receiving Party's knowledge and understanding of Disclosing Party's industry and business activities, including without limitation discoveries, ideas, concepts, know-how and techniques related to or used by Disclosing Party (collectively, "**General Knowledge**") in a way that cannot be separated from Receiving Party's other industry and business related knowledge. Disclosing Party agrees that, without limiting Receiving Party's non-disclosure obligations under this Agreement, this Agreement shall not restrict Receiving Party's use of such General Knowledge for the Receiving Party's own internal purposes so long as such use does not incorporate Confidential Information that is specific to the Disclosing Party. Receiving Party shall not take any action, including intentional memorization of Confidential Information, with the intent or purpose of evading obligations contained in this Agreement.

(c) Each Party acknowledges that the other Party may be performing the same or similar services for other parties in the same industry as contemplated in this Agreement and that either Party may use the same personnel who have had access to Confidential Information of the other Party to provide those services to others in the same industry and to develop new products and services. These personnel must continue to abide by the terms of this Agreement.

(d) Nothing in this Agreement imposes any obligation upon either Party to consummate a Business Relationship, to enter into any discussion or negotiations, or to take any other action not expressly agreed to in this Agreement. Neither Party will have any obligation to the other for any action such other Party may take or refrain from taking based on or otherwise attributable to any information (whether or not constituting Confidential Information) furnished to such other Party hereunder.

(e) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It shall not be modified except by a written agreement dated subsequent to the Effective Date and signed by both Parties. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized representative of each Party. No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision of this Agreement on another occasion.

(f) This Agreement is governed by the laws of the State of California, notwithstanding any conflict of law statutes. Any lawsuit arising from a dispute over this Agreement shall be brought in the County of Solano.

(g) If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

(h) Either Party may terminate this Agreement with or without cause upon 90 days prior written notice to the other Party; provided, however, all sections of this Agreement relating to the rights and obligations of the Parties concerning Confidential Information disclosed during the term of the Agreement will survive any such termination.

(i) All notices required to be given under this Agreement shall be directed to the Parties' respective notice addresses listed below under the signatures of the Parties, and shall be in writing and deemed given: (i) on the day deposited in the U.S. mail, postage prepaid, certified or registered, and return receipt requested); or (ii) on the next business day after being sent by air express courier with charges prepaid. Each Party shall notify the other in writing with confirmed receipt of any changes to the notice information.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement.

XXX:

City:

XXX, INC.

City of Vallejo

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

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

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

Name: Will Morat

Title: \_\_\_\_\_

Title: Administrative Analyst II

Approved as to Form:

\_\_\_\_\_  
Donna Mooney, Chief Assistant City Attorney

Notice Address:

Notice Address:

555 Santa Clara Street

Attention:

Vallejo, CA 94590

ATTN: City Manager's Office