



**REQUEST FOR QUALIFICATIONS  
FOR  
ON-CALL CONSTRUCTION INSPECTION SERVICES**

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**Statements Due by 4:00 PM, Thursday, March 23, 2023**

**TO:  
City of Antioch  
Capital Improvements Division  
*Attention:* Lori Medeiros  
P.O. Box 5007  
Antioch, CA 94531-5007**

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# REQUEST FOR QUALIFICATIONS

## I. INTRODUCTION

This Request for Qualifications (RFQ) solicits statements of qualifications (SOQ) for consultant services to provide on-call construction inspection to augment existing City Public Works staff as necessary for future locally funded construction projects.

The SOQ submitted in response to this RFQ, together with consultant interviews (if necessary), will be used as the basis for selecting an on-call list of up to three consultant firms. The City will enter into negotiations with the top three ranked firms. If there are unresolved issues or negotiations are unsuccessful, negotiations with a firm will be terminated, and the City may attempt to negotiate an agreement with the next highest ranked firm.

Consulting Service Agreements for on-call services will be prepared for each selected Consultant firm and presented to the City Council for approval. The anticipated amount of the Consulting Service Agreements offered to each selected firm is \$360,000. The total number of possible projects is unknown.

As future needs are identified, a scope of work will be prepared and task orders will be assigned based primarily on a rotational basis but may request resumes and assign work on the most qualified basis as the need arises. The City will attempt to assign task orders on an equal cumulative valuation basis.

Typical types of projects may include the following:

- Encroachment permit projects, PG&E, AT&T, Comcast, etc.
- Street construction/reconstruction/overlay/sealing
- Utilities installation and rehabilitation (sewer, water, drainage, etc.)
- Water Treatment Plant improvements
- New subdivision construction

Construction costs range from \$1,000 (residential encroachment permit) to \$86,000,000 (Brackish Water Desalination project); the typical number of project working days may range from 1 week to 1 year. There are no limitations as to the dollar value of the task order or duration of the project that will be assigned.

### A. Statement of Qualifications

Interested firms are invited to submit qualifications to provide the required professional services. Firms responding to this RFQ shall submit a total of four (4) hard copies (three (3) bound and one (1) unbound) and one (1) electronic PDF copy of the SOQ.

**The SOQ must be submitted no later than 4:00 p.m. on March 23, 2023 to:**

**Capital Improvements Division  
Attention: Lori Medeiros  
200 "H" Street  
Antioch, CA 94531-5007**

In the event that it becomes necessary to revise any part of this RFQ or provide additional information, a written electronic addendum will be issued. Any amendment to this RFQ is valid only if in writing and issued by the City of Antioch, Department of Public Works. Verbal conversations or agreements with any officer, agent, or employee of the City that modify any terms or obligations of this RFQ are invalid.

**B. Consultant Selection and Contract Negotiations.**

All statements of qualifications which satisfy the format requirements outlined in the RFQ will be reviewed and scored by a selection panel in accordance with the written evaluation criteria contained in Appendix C of the RFQ (Part 1). Following this evaluation, the three top ranked firms may be asked to participate in a consultant interview which would be scored in accordance with Part 2 of the evaluation criteria contained in Appendix C. After the scoring is completed, a final ranking of consultants will be made, and all consultants will be notified of the results. The top firms will be listed, and the firms not selected will be listed by alphabetical order (See Appendix B for further information.)

As specific project needs are identified, a proposed scope of work will be identified, and a firm will be asked to submit an individual cost proposal. Compensation will be in accordance with the State's prevailing wage requirements and the experience of the proposed staff assigned to the project.

**II. TENTATIVE CONSULTANT SELECTION SCHEDULE**

1. RFQ available to Consultants - by February 24, 2023
2. Consultants Submit Qualification Statements - March 23, 2023, 4:00 PM
3. Interviews of Highest Ranked Firms (if required) - TBD
4. City Establishes a List of up to three 3 Consultants – March 2023
5. City Council Approval - April 2023

**III. SCOPE OF SERVICES**

Depending on specific project needs and City preference, consultant shall provide a resident construction inspector (typical projects) or resident engineer (when explicitly requested).

**IV. PERSONNEL EXPERIENCE AND PERFORMANCE REQUIREMENTS**

The City of Antioch is seeking a highly qualified construction inspection firm, having proven records of successful performance working on public works projects. The consultant firm and construction inspectors should be knowledgeable of the City of Antioch Standard Construction Details and Caltrans procedures and requirements.

All personnel shall be knowledgeable of and comply with all applicable local State, and federal regulations; cooperate and consult with City staff during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications.

The Consultant must be able to provide personnel having the following qualifications and experience:

- Project Manager (1) – Registered Engineer responsible for contract administration and the oversight and supervision of consultant's staff.
- Resident Engineer (1) – Registered Engineer that could provide RE services if requested (may be the same person as the project manager).
- Construction Inspector (3) – Experience in projects similar in size and scope of typical public works projects.

The response to this RFQ should contain resume's and related information for the personnel indicated above.

It is desirable that the Construction Inspector and Resident Engineer have satisfactorily worked together as a team on municipal projects of similar scope, magnitude, and complexity within the last five years.

The Resident Engineer and Construction Inspectors must be employees of the Consultant. The sub consultant's resume's should be included in the proposal (but are not required to be deemed responsive).

#### V. MATERIALS AND SERVICES TO BE PROVIDED BY CONSULTANT

- Consultant shall provide all necessary safety equipment required for their personnel to perform their work efficiently and safely.
- Consultant shall provide their staff with appropriate vehicles, cellular phones, smart levels, digital cameras, and other equipment suitable for the location and nature of work involved.

A scope of services that may be required for future projects is provided below:

##### Task 1 – Pre-construction Services

- Review contract plans, specifications, permits, agreements, and environmental documents.
- Prepare project instructions and establish proposed contract administration and record keeping procedures to be used during construction for review and approval by the City.
- Attend meeting with the City and design consultant (if applicable) to discuss design features. The intent of this meeting is to answer questions from the Construction Inspector, meet key staff, and review contract administration procedures.

- Prepare for and conduct a pre-construction conference with the Contractor awarded the construction contract.

## **Task 2 – Construction Inspector and Resident Engineer Services**

This task may include project management, construction administration, scheduling construction surveying and staking, project inspection, and scheduling and overseeing materials testing during construction. Services may include the following:

### **Project Coordination and Correspondence**

- Serve as focal point for coordination among the contractors, the design engineer, the City, other agencies, utility companies, the railroad (if applicable, the general public, and other parties).
- Receive all Contractor correspondence and prepare and transmit responses. Coordinate with applicable parties, as required to develop responses.
- Conduct weekly, or as necessary, construction contract coordination meetings with the Contractor. Take minutes and distribute to parties designated in the project instructions.
- Maintain contract files in a systematic and orderly manner, in accordance with Caltrans and federal requirements.

### **Schedule Management, Progress Meetings, and Reports**

- Review Contractor's planned critical path schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
- Reviews work progress as compared to the planned schedule and notify Contractor of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Contractor updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Negotiate time extensions due to change orders, weather, and other delays.
- Prepare and submit a monthly progress report to the City describing key issues, cost status, and schedule status.

### **Payment Recommendations**

- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review and approve monthly progress payment requests; negotiate differences over amount, and process payments through the City.

### **Submittals Management**

- Receive, stamp, and log submittals and shop drawings, and review and approve/distribute for review as necessary.
- Monitor the review and return of submittals to Contractor.
- Develop a submittal distribution list to identify parties responsible for review and acceptance.

### **Requests for Information (RFI)**

- Received, process, and monitor requests for information from Contractor.
- Prepare responses to RFI related to construction issues.
- Transmit design-related RFI's to design engineer (if applicable) and copy City Project Manager.
- Conduct meetings with Contractor and other parties as needed to discuss and resolve RFI's.

### **Change Orders**

- Prepare change orders related to construction issues based on drawings, specifications, and other design information from design engineer (if applicable) and the City.
- Prepare recommendations to accompany change order documents and forward to the City for review and approval.

### **Construction Surveying**

- Schedule and coordinate surveying as necessary with the City.

### **Construction Inspection Services**

- Provide inspectors for day-to-day on-the-job inspection of work and ensure provisions of the contract documents are being fulfilled.
- Prepare daily inspection reports documenting observed construction activities.
- Take progress photographs and bind and label them.
- Coordinate and conduct final inspection and prepare punch lists.
- Assist with equipment testing and startup and other matters relating to construction of the project.
- Conduct interviews with contractor employees and submit interviews to the City.

- Assist with monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

### **Quality Assurance Testing and Independent Assurance Testing**

- Schedule quality assurance materials sampling and testing to verify compliance of the work in conformance with the contract documents and maintain testing records.
- Review test reports other than field samplings, as submitted by others to substantiate contract compliance.

### **Changes and Claims Management**

- Perform change order administration, including obtaining City approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.
- Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.

### **Task 3 – Post Construction Services**

The post construction services task is part of the project closeout. This task will consolidate punch lists of remaining work, and obtain record drawing information. Recommend final acceptance of the project; sign and facilitate the processing of the Inspection Completion Report. Consultant may be requested to conduct construction debrief meetings, and to suggest areas of improvement related to project delivery process of the construction phase.

### **VI. Additional Requirements for Inspection Services**

Inspection services provided for a construction project during the design, pre-construction, construction, or post-construction phases of the project constitute “public works” under California Labor Code section 1720 et seq., and are subject to the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and its implementing regulations set forth in Title 8 of the California Code of Regulations. If this Agreement includes any of these services (hereafter collectively referred to as “Public Work”), the Contractor and any subcontractor or subconsultant performing any Public Work shall comply with all applicable requirements of the California Labor Code and the Antioch City Municipal Code.

California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any Public Work under this Agreement to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code section 1725.5. Labor Code section 1771.1 provides that a contractor or



subcontractor/subconsultant shall not be qualified to engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

## **APPENDIX A**

### **GUIDELINES FOR PREPARING A STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL SERVICES**

# GUIDELINES FOR PREPARING A STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL SERVICES

## INTRODUCTION

These guidelines were developed to standardize the preparation for qualification statements by consultants for engineering services. The purpose of these guidelines is to help assure consistency in format and content of statements that are prepared by consultants and submitted to the City. This process will reduce the time required for the consultant to prepare a statement of qualifications and will simplify the review process by the City.

The qualifications statement should contain the following information in the order listed:

1. Introductory Letter
2. Office Location
3. Qualifications and Experience of Firm and Key Team Members
4. Ability to Provide Identified Services in a Timely Manner
5. Insurance Coverage
6. Supportive Information/References of Key Staff/References of Sub-consultants
7. Willingness to sign the City's Consulting Services Agreement and any related issues

## RECOMMENDED DETAIL

**Note:** All references to the maximum number of pages are to single sided pages.

1. Introductory Letter (2 pages maximum)

The introductory letter should be addressed to:

City of Antioch  
Capital Improvements Division  
*Attention:* Lori Medeiros  
P.O. Box 5007  
Antioch, CA 94531-5007

Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact and email address. This letter should contain a statement of the consultant's basic understanding of the RFQ. This should be based on existing information available in the RFQ. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work, and any summary information that may be useful or informative to the City. Any addendums issued for this RFQ should also be acknowledged in the cover letter.

**NOTE:** Along with the introductory letter, the consultant should indicate his/her acceptability of the terms and condition of the standard consulting services agreement contained in Appendix D. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the City. Additional agreement changes will not be considered by the City once selection has been made.

## 2. Office Location of place of business

Identify the office location or locations of the firm's primary place of business by the consultant and any sub-consultants.

## 3. Qualifications and Experience of Firm and Key Team Members (6 pages maximum)

Include an organization chart, which indicates key team members.

Experience of the team on similar or related projects should be included. Describe the responsibilities of key individuals. As noted in Section IV, it is desirable that the Resident Engineer, and Construction Inspectors have satisfactorily performed as a project team in similar types of projects in the last five years.

All key individuals listed in the organization chart should have the names, titles and current telephone numbers of three personal references listed. References may be contacted as part of the selection process. References of agency project managers on similar projects, or other responsible individuals who have recent, direct, working experience with the proposed key individual are strongly recommended.

## 4. Ability to Provide Identified Services in a Timely Manner

Describe the firm's ability to provide services when contacted by the City and how soon services could be expected to begin.

Describe previous experience/references for providing similar services under similar "on-call" arrangements.

Provide any other information that may assist the City in evaluating the ability, flexibility and responsiveness of the firm in providing quality future required services in a timely manner.

## 5. Insurance Coverage

The prospective consultant shall provide a summary of the firm's insurance coverage for comprehensive General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and Errors and Omissions.

For additional information regarding insurance requirements, see Appendix B, General Information, of this RFQ.

## 6. Supportive Information/References (6 pages maximum)

This section should describe work, which is similar in scope and complexity to the types of projects herein, which the consultant team has undertaken in the last five years. A discussion of the challenges faced, and solutions developed by the team are highly recommended.

The section shall include a summary table showing the following information:

- Name of project, construction cost, and date of construction
- Names of consultant's project manager and key team personnel
- Scope of the consultant team's assignment on the project

- Name, address and current phone number of the Agency Project Manager
- Resume's of Sub-consultants

## **APPENDIX B**

### GENERAL INFORMATION

## GENERAL INFORMATION

### 1. Consultant Selection Process

The consultant selection process is described below.

- A. After the period has closed for receipt of qualification statements, each statement will be opened and examined to determine compliance with the format requirements specified in the RFQ. Any proposal that does not meet the format or other requirements will be eliminated from competition and returned to the consultant. The City may reject any qualifications statement if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a qualification statement. Waiver of an immaterial deviation shall in no way modify the Request for Qualifications' documents.
- B. Each qualification statement that meets the format requirements will be reviewed by a Consultant Selection Panel (CSP). CSP members will individually evaluate and score each qualification statement in accordance with the written evaluation criteria contained in Appendix C (Part 1).
- C. The top 3 rated firms may be requested to participate in a consultant interview, which will be scored in accordance with the evaluation criteria contained in Appendix C (Part 2).
- D. Upon completion of the scoring, the City will enter into negotiations with the top ranked firms. If agreement is reached, the firm will be recommended for a contract, which must be present to City Council for approval. If agreement cannot be reached with a firm, the City may close negotiations with such firm, and enter into negotiations with the next highest ranked firm.
- E. All competitors will be notified of the results.

### 2. Late Submittal

A Statement of Qualifications (SOQ) is late if received at any time after the required submittal date and time. A SOQ received after the specified time will not be considered.

### 3. Modification or Withdrawal of Submittal

Any SOQ received prior to the date and time specified for receipt of SOQ may be withdrawn or modified by written request of the consultant. To be considered, however, the modified SOQ must be received by the time and date specified.

### 4. Written Questions

Written questions should be submitted via email to [lmedeiros@antiochca.gov](mailto:lmedeiros@antiochca.gov). The deadline to submit questions is **March 17, 2023 by 4:00 PM**. Questions submitted after that time will not be addressed. Responses will not be provided to questions via phone or e-mail.

## 5. Signature

The SOQ shall be transmitted with a cover letter that must be signed by an official authorized to bind the prospective consultant contractually. An unsigned SOQ or one signed by an individual not authorized to bind the prospective consultant will be rejected.

## 6. Insurance

The consultant shall provide a summary of the firm's present and proposed insurance coverage (comprehensive general liability, professional errors and omissions, automotive liability, and workers' compensation) for future projects. Minimum limits of coverage are as follows:

Professional Liability (Errors and Omissions)	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Commercial General Liability	\$2,000,000 per occurrence
Automotive Liability	\$1,000,000 per accident
Workers' Compensation	\$1,000,000 per accident

Prior to commencement of any future work described in Scope of Services, a certificate of insurance shall be furnished stating the following:

- A. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the City.
- B. That the City will not be responsible for any premiums or assessments on the policy. The consultant shall agree that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of the contract. In the event said insurance coverage expires at any time or times during the term of this contract, the consultant agrees to provide, at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the City. In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate a contract upon occurrence of such event.

## 7. Property Rights

A SOQ received within the prescribed deadline becomes the property of the City and all rights to the contents therein become those of the City.

## 8. Confidentiality

Prior to award of any contracts or if it decided that no contracts will be awarded, all SOQ will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or after rejection of all SOQ, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the SOQ confidential will be regarded as non-effective and will be regarded as non-effective and will be disregarded.



9. Amendments to Request for Qualifications

The City reserves the right to amend the RFQ by addendum prior to the final SOQ submittal date.

10. Non-Commitment of City

This RFQ does not commit the City to award a contract, to pay any costs incurred in the preparation of a SOQ for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all SOQ received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFQ if it is in the best interest of the City to do so.

11. Execution of Contract

The prospective consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City.

12. Public Domain

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

13. Materials Provided by the City

All existing City codes, standards and other City documents related to the project will be available at the firm's request.

14. Rejection of Proposals

The City of Antioch reserves the right to reject any and all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Antioch may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City's intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for award.

15. Business Operations Tax Certificate

The Antioch City Municipal Code requires that anyone conducting business in the City of Antioch to obtain a City Business License. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to award of the contract.

**APPENDIX C**  
EVALUATION CRITERIA

## EVALUATION CRITERIA AND RATING

### Evaluation Criteria Worksheet (Construction Inspection Services)

WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE
<b>Introductory Letter</b> – Qualification and experience of the firm, reflects understanding of scope, ability to provide timely services, willingness to sign contract without changes, and responsiveness.	<b>30</b>	
<b>Project Manager</b> - qualifications and experience of the project manager on overseeing similar projects. Experience with City, state and federal projects and procedures and standards.	<b>5</b>	
<b>Resident Engineer</b> - qualifications and experience of the resident engineer on similar projects. Experience with City, state and federal projects and procedures and standards.	<b>5</b>	
<b>Construction Inspectors (3)</b> - qualifications and experience of the construction inspectors (and subconsultant if proposed) on similar projects. Experience with City, state and federal projects and procedures and standards.	<b>20</b>	
<b>SUBTOTAL FOR SHORTLISTING</b>	<b>60</b>	
<b>References</b>	<b>10</b>	
<b>SUBTOTAL TO INTERVIEWS</b>	<b>70</b>	
<b>INTERVIEW</b>		
<b>Presentation by PM</b> – Understanding of scope, critical issues, innovation, and solutions.	<b>10</b>	
<b>Presentation by Construction Inspection staff</b> – Experience, roles and responsibilities, communication and coordination between consultant staff, agencies, and City.	<b>10</b>	
<b>Q&amp;A</b> – Response to panel's questions.	<b>10</b>	
<b>SUBTOTAL WITH INTERVIEWS</b>	<b>30</b>	
<b>TOTAL</b>	<b>100</b>	
<b>RANKING OF CONSULTANT FIRM (assigned after completion of scoring)</b>		

Panel Member Name \_\_\_\_\_ Consultant Firm \_\_\_\_\_

## **APPENDIX D**

### CONSULTING SERVICES AGREEMENT

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND \_\_\_\_\_ FOR  
ON-CALL CONSTRUCTION INSPECTION SERVICES**

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and \_\_\_\_\_ with its principle place of business at \_\_\_\_\_ ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

**SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

**Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

**Assignment of Personnel.** Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**Time.** Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \_\_\_\_\_, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

**Payment Schedule.**

City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**Total Payment.** City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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

**Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

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

Reimbursable Expenses are:  
[REDACTED]

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

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

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

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

**INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required

occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

**Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

**Other Insurance Provisions.** Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

*Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

*Primary Coverage.* For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

*Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

*Waiver of Subrogation.* Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

*Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay



losses and related investigations, claim administration, and defense expenses within the retention.

*Claims made policies.* If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Certificate of Insurance and Endorsements.** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors.** Consultant shall include all subcontractors as insured 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 in this Agreement, including but not limited to naming additional insureds.

**Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold

any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,

- Terminate this Agreement.

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

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

### **STATUS OF CONSULTANT.**

**Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**Consultant Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **LEGAL REQUIREMENTS.**

**Governing Law.** The laws of the State of California shall govern this Agreement.

**Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

**Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

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

**California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public

works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

#### **TERMINATION AND MODIFICATION.**

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

Consultant may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

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

**Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

**Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

Immediately terminate the Agreement;

Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **KEEPING AND STATUS OF RECORDS.**

**Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to

the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

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

**Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

#### **MISCELLANEOUS PROVISIONS.**

**Venue.** In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

**Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

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

**Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

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

Any written notice to City shall be sent to:

Capital Improvements Division  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007  
Attn: City Attorney

**Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Cornelius H. Johnson, City Manager

Attest:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

**CONSULTANT:**

[NAME OF CONSULTANT]

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

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

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

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

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

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

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*