

REQUEST FOR PROPOSALS (RFP)

The City of Plymouth, California (“City”) is requesting proposals from qualified, experienced environmental consulting firms to assist the City with the preparation of an Environmental Impact Report (EIR) for a development project called the Greilich Ranch Subdivision and 49er Village RV Resort Expansion Project (proposed project).

The EIR must analyze the impacts of the proposed project pursuant to the California Environmental Quality Act (CEQA), commencing with Section 21000 et seq. of the California Public Resources Code. The EIR must meet the legal requirements of a complete, legally accurate and adequate, unbiased, and objective statement of the direct, indirect, and cumulative impacts of the proposed project. The function of this document will be to provide the community and the City Council with accurate information regarding short- and long-term impacts.

Date of Issuance: October 22, 2021

Due Date: November 19, 2021

Proposals shall be submitted by qualified consultants that have demonstrated verifiable experience in preparing Environmental Impact Reports, executing project management, and conducting public outreach for similar projects as outlined in the scope of work described in this RFP.

The proposals shall be addressed to:

Erin Ventura, Planning Director
City of Plymouth
PO Box 429
Plymouth, CA 95669

Subject: Response to RFP regarding Preparation of an Environmental Impact Report for Development of the Greilich Ranch Subdivision and 49er Village RV Resort Expansion Project in the City of Plymouth.

Proposals may be submitted in person at City Hall or by mail, but must be received not later than **4:00 P.M. on, November 19, 2021**.

All inquiries regarding the project and this RFP shall be directed to Erin Ventura, Planning Director, via email at eventura@cityofplymouth.org. Questions concerning the RFP should be submitted before the proposal deadline listed above. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. Copies of all written questions and the City’s responses will be emailed to all Proposers.

PROPOSED GREILICH RANCH SUBDIVISION AND 49ER VILLAGE RV RESORT EXPANSION



I. PROJECT BACKGROUND

The City of Plymouth has received an application for a proposed Project to subdivide and develop a 161.4-acre parcel that comprises two areas: (1) the Greilich Ranch Subdivision (115.5 acres), and (2) the 49er Village RV Resort Expansion (44.9 acres) (Project site). Both areas are located in the southwestern quadrant of the City of Plymouth. The Greilich Ranch Subdivision area is bounded by the existing 49er Village RV Resort to the north, State Route 49 (SR 49) to the east, Zinfandel Parkway to the south, and open space to the west. The Greilich Ranch Subdivision area is currently undeveloped. The 49er Village RV Resort Expansion site abuts the Greilich Ranch Subdivision site and is bounded by the Amador County Fairgrounds to the north, SR 49 to the east, the Greilich Ranch Subdivision site to the south, and open space to the west. The 49er Village RV Resort Expansion site is currently developed with 326 RV and vacation rental sites (small individual cabins). Existing amenities at the RV Resort also include swimming pools, a volleyball area, an amphitheater, and meeting facilities.

The proposed Project seeks multiple entitlements including amendments to the City's General Plan and Zoning Maps, approval of a Tentative Subdivision Map, approval of a Conditional Use Permit, and a Development Agreement which would allow for subdivision and development of the 161.4-acre parcel. The proposed Project site's existing and proposed General Plan land use and zoning designations are shown in Table 1-1 below.

Table 1-1
Existing and Proposed General Plan Land Use and Zoning Designations

Existing General Plan Land Use	Proposed General Plan Land Use	Existing Zoning	Proposed Zoning
AUR (75.0 acres) SR (78.6 acres) SC (7.8 acres)	AUR (92.5 acres) SR (44.9 acres) OS (18.7 acres) P/I (5.3 acres)	RR (78.6 acres) SR (75.0 acres) SC (7.8 acres)	RR (44.9 acres) SR-PD (92.5 acres) OS-PD (18.7) P-PD (5.3 acres)

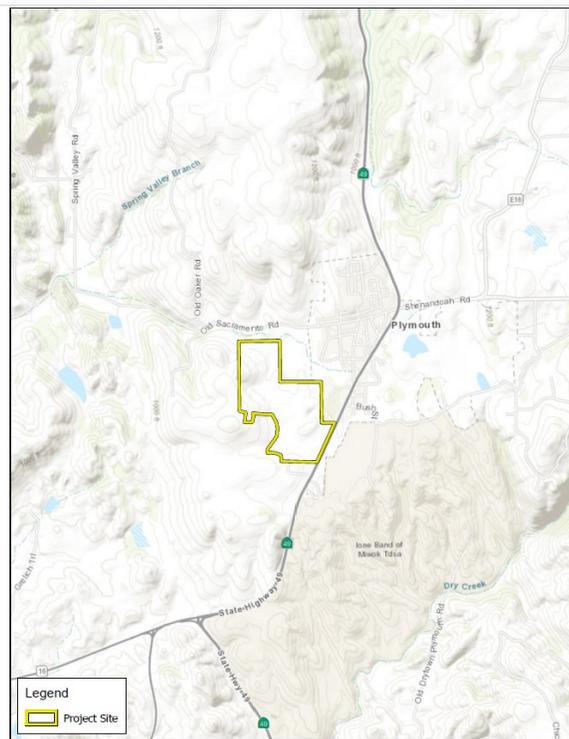
Key:

Land Use Designations:

SR = Suburban Residential
 AUR = Auto Urban Residential
 SC = Suburban Commercial
 OS = Open Space
 P/I = Public/Institutional

Zoning Designations:

RR - Rural Residential
 SR- Standard Residential
 P - Public/Institutional
 OS - Open Space
 SC - Suburban Commercial
 -PD - Planned Development Overlay



Details regarding the proposed development of both the Greulich Ranch Subdivision and the 49er Village RV Resort Expansion are provided below.

- Greulich Ranch Subdivision. The proposed development of the Greulich Ranch Subdivision site consists of a mix of residential and public land uses and open space. Specifically, the development would result in 234 single-family residential lots, three open space parcels (including a 5.2-acre park site), two stormwater retention basins and landscaped corridor, greenways, and common areas. Access to the subdivision would be provided by the existing Zinfandel Parkway which borders the site to the south, and a new proposed collector street (Greulich Parkway) would extend in a north-south direction from Zinfandel Parkway to Old Sacramento Road. It is anticipated the subdivision would be developed in phases through

the filing of multiple Final Subdivision Maps.

- 49er Village RV Resort Expansion. The proposed development of the 49er Village RV Resort Expansion site includes 214 new RV and vacation sites located to the west and south of the existing RV and vacation sites. The development would also design and construct additional amenities to serve the vacation guests, including a Clubhouse Facility of approximately 4,900 square feet, a guest pool area, a patio to serve as an outdoor gathering space, meeting areas, showers, and restrooms.

II. SCOPE OF WORK

The City prepared an Initial Study and has determined that an Environmental Impact Report (EIR) is required. The proposed project will need to comply with the requirements of the California Environmental Quality Act (CEQA) and Title 18 of the Plymouth Municipal Code. The City of Plymouth will serve as the lead agency for the purposes of CEQA and will administer the project contract.

The environmental scope of work includes conducting analyses, investigations, surveys, and technical studies related to the preparation of the appropriate level of CEQA documentation for the project.

The CEQA documentation for this project will be an Environmental Impact Report (EIR). As part of preparation of the EIR, the environmental team will prepare Technical Memoranda and any technical studies needed to support the EIR in furtherance of, and in compliance with CEQA, including without limitation: traffic and transportation including VMT analysis, air quality and greenhouse gas emissions, hazards and hazardous materials, noise and vibration, public services and utilities (including a water supply study), and aesthetics. The Technical Memoranda will be included as appendices to the EIR. For preparation of the EIR, the environmental consultant team will undertake a program of data collection in those areas in which current data is not available, not valid, or insufficient for a thorough analysis of potential impacts. The team will conduct an evaluation, and will document, the likely environmental impacts resulting from project implementation. In addition, the consultant will be responsible for the procedural steps needed for CEQA including noticing, responses to comments, statement of overriding considerations (if needed) and findings. The EIR must address all relevant CEQA impact areas and provide mitigation measures.

Areas of specific analysis in the EIR should include, but not be limited to, an evaluation of the following:

- Aesthetics: potential impacts to visual quality;
- Agricultural & Forestry Resources: potential impacts to agricultural and forestry land;
- Air Quality: potential construction and operating impacts on air quality;
- Biological: potential construction and long-term impacts on biological resources, including special status plants and species; • Cultural Resources: potential impacts to cultural and historic resources;
- Geology/Soils: geologic and seismic conditions including addressing ground shaking and liquefaction potential from earthquakes;

- Greenhouse Gas Emissions: potential impacts from greenhouse gas emissions. (While analysis of this topic is evolving, the EIR should include the most current thinking and practices in this area.);
- Hazards & Hazardous Materials: potential impacts due to hazards and hazardous materials;
- Hydrology/Water Quality: potential impacts on hydrology and water quality including analysis of the storm water system and potential flooding impacts;
- Water/Wastewater: potential construction and operational impacts to water and wastewater systems, water supply and wastewater capacity;
- Land Use/Planning: existing land use and development patterns as well as the Project's consistency with adopted City plans and policies, including the General Plan Housing Element;
- Mineral Resources: potential impacts to mineral resources;
- Mitigation Measures: develop legally adequate mitigation measures, as required by CEQA;
- Noise: potential construction and Project related impacts on ambient noise levels;
- Population, Housing and Employment: potential impacts on projected population, housing and employment;
- Public Services: potential impacts to public services including schools, solid waste disposal, police, fire, and utilities;
- Recreation: potential impacts on existing neighborhood facilities and regional parks; 5
- Traffic Impact Analysis: potential impacts to the existing and proposed roadway system, existing and proposed bikeway network, transit systems and pedestrians.;
- Tribal Cultural Resources: potential impacts on tribal cultural resources;
- Utilities/Service Systems: potential impacts on the City's current utilities and services including, but not limited to, wastewater and storm water treatment facilities as well as solid waste and landfill capacities;
- Mandatory Findings of Significance: potential impacts to the quality of the environment through elimination of habitat for flora and fauna, including analysis of the important history or prehistory of the area and whether the Project will have substantial adverse effects on human beings; and

In addition, the EIR should include discussion of growth inducing and cumulative impacts as well as significant, unavoidable impacts, if any. The EIR should also include a reasonable range of alternatives that meet the Project's objectives including the "No Project" alternative. A Mitigation Monitoring and Reporting Program should also be developed.

The EIR shall be prepared in the required format and shall include each discussion section as mandated under the provisions of the California Environmental Quality Act (Division 13, Section 21000 et seq. of the California Public Resources Code), State CEQA Guidelines (Title 14, Chapter 3, Section 15000 et seq. of the California Administrative Code), and Title 18 of the Plymouth Municipal Code.

Mitigation Monitoring and Reporting Program (MMRP)

The consultant shall prepare an MMRP to develop and present feasible mitigation for significant impacts identified in the EIR for the project. The MMRP will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. A Checklist will be prepared listing these items and providing a column for verification of compliance. Monitoring will be linked with existing processes of project design, development and review. The MMRP will be submitted to City staff for review with the Administrative Final EIR. The final MMRP will be included in the Final EIR.

Scope of Requested Services

a. Project Kick-Off Meeting and Site Visit

- The consultant team shall attend a project kick-off meeting with city staff. Following the meeting, the team shall visit the project site.

b. Review of City Documents and Data Collection

- The consultant team shall review City Ordinances, the General Plan, the Zoning Code and other relevant documents, including all documents, notes, and comments from the City's scoping meetings required for Environmental Analysis. The consultant team shall coordinate with City staff and those of any other relevant agency/ies for data collection.

c. Conduct a Scoping Session

- The consultant shall conduct one scoping session for the public at City Hall. The City conducted a pre-scoping session in July 2021 and has comments available for review. The consultant shall prepare a summary of the verbal and written comments made at the scoping sessions as well as the written comments submitted in response to the notices.

d. Preparation of CEQA Documents

- The consultant shall prepare all CEQA-required notices and documents, including a Notice of Preparation (NOP), the AB 52 Consultation Notice, Notice of Completion (NOC), Notice of Availability (NOA) and Notice of Determination (NOD) at the appropriate timeframe. The consultant team shall coordinate with City staff for mailing of the CEQA Notices to public agencies and the State Clearinghouse, including filing any documents with the County Clerk's office. The City will be responsible for on-site notices and legal notices in the newspaper with the assistance of the Consultant. The Consultant shall prepare the notices and the EIR documents, the City will prepare the notice list.

e. Project Management

- The consultant shall provide ongoing project management, including coordination with subconsultants, City staff, other City consultants, and outside regulatory agencies that would be involved throughout the process.
- The consultant team shall prepare for, and attend, all meetings with City staff and other agencies, as well as prepare meeting agenda and minutes for City review.

f. Technical Studies

- The consultant shall perform Technical Surveys and prepare Technical Memoranda based on survey results and data collection for traffic and transportation, air quality and greenhouse gas emissions, noise and vibration, public services and utilities, water supply, aesthetics, and any other category of environmental review as relevant and as outlined above.

g. Attend and present at Community, Planning Commission and City Council Meetings

- The consultant shall prepare staff reports and presentations for up to five (5) Planning Commission and/or City Council meetings regarding the information, analysis, findings, and recommendations contained in the environmental document, including one public meeting/hearing for adoption of the EIR.

h. Administrative Draft EIR (ADEIR)

- The consultant shall prepare an ADEIR for review by the City, incorporating appropriate technical studies. The consultant shall revise the ADEIR as necessary to respond to City comments.
- Three (3) hard copies and one (1) electronic copy of the ADEIR shall be provided.

i. Draft EIR and Mitigation Monitoring and Reporting Plan (MMRP)

- The consultant shall prepare a Draft EIR, supported by Technical Studies and pertinent environmental review information. The Draft MMRP shall be included in the Draft EIR. The Draft EIR shall be distributed to designated repositories, agencies, the State Clearinghouse and any interested member(s) of the public for review.
- Ten (10) hard copies and one (1) electronic copy of the Draft EIR shall be provided. Additional hard copies shall be delivered to the State Clearinghouse.

j. Response to Comments (RTC)

- The consultant shall prepare a document that includes responses and modifications resulting from staff comments on the Administrative Draft EIR.
- One (1) hard copy and one (1) electronic copy of the RTC shall be provided.

k. Final EIR

- The consultant shall prepare a document consisting of the Draft EIR with proposed revisions incorporated, responses to comments received on the Draft EIR received during the public review period, and responses to those comments, including any modifications to the document itself as a result of comments received during the public comment period. In conformance with CEQA Guidelines Section 15088, if the responses to comments make important changes in the information contained in the text of the Draft EIR, the consultant shall highlight the revisions directly in the text of the EIR.
- Up to fifteen (15) hard copies and one (1) electronic copy of the Final EIR shall be provided.

l. Invoices

- The consultant will submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date.

Invoices will contain at least the following information:

- The beginning and ending dates of the billing period;
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- A Task Summary containing, for each work task, the name of the person doing the work, the hours spent by each person, and a brief description of the work.

III. PROJECT SCHEDULE

The award of the contract is anticipated to take place during the City Council meeting on December 9, 2021 (the date may be changed if the City does not receive adequate responses). The CEQA documentation for the project will begin shortly thereafter and is expected to be completed within six – nine months, or otherwise as reasonably necessary to comply with CEQA.

IV. PROJECT BUDGET

All tasks within the enclosed Scope of Work shall be included within the proposal's fee schedule.

V. PROPOSAL REQUIREMENTS

Please submit three hard copies and one electronic copy of the proposal to the City. Electronic proposals may be submitted by email to eventura@cityofplymouth.org or by USB. Proposals are required to provide the following information identified below. Any proposals that fail to adhere, unless deemed immaterial, will not be considered.

A. A cover letter with contact information.

- General information about the consultant (i.e., company size, location of office(s), years in business; representative environmental analyses of private development of comparable size and complexity).
- A description and statement of the firm's qualifications for this project, as well as those of any subconsultants.
- The cover letter must be signed by an individual authorized to bind the proposing entity to the proposal for a period of 60 days, subject to extension by request of City.

B. Project team

- General information about the consultant (i.e., company size, location of office(s), years in business; representative environmental analyses of private development of comparable size and complexity).
- Organizational chart of the project team.
- Names, qualifications, roles and resumes of all project team members who will directly participate in the project, including any proposed subconsultant(s).

C. A detailed statement regarding each of the following items:

- Project understanding. Summary of the firm's understanding of the issues confronting the City and the project, including potential issues which may arise, based upon the consultant's work, independent research, and experience in this and/or other jurisdictions.
- A statement of overall problem/task as viewed by the firm.
- An explanation of the general approach to the project, and any suggested modifications to the project tasks.
- A proposed work plan including a step-by-step breakdown of the tasks to be

carried out, with estimates of personnel time allotted for each task.

- A project schedule indicating the proposed timeframe in which specific tasks will be completed, including major milestones. Breakdown of project tasks and completion deadlines, providing the number of weeks necessary to complete various stages of the environmental analysis and CEQA process, including meetings with City staff and time for City review of draft documents. The schedule must indicate all milestones and the critical path necessary for the project.
- Any proposed program components as perceived necessary by the consultant based upon understanding of the RFP, but not necessarily stated within.
- Other pertinent information deemed appropriate by the firm.
- A minimum of three (3) references, from within the past five (5) years, for which the consultant has provided consulting services (preferably of a project similar to the one that is the subject of this RFP), including address and telephone number of each, identifying a contact person with whom the firm has provided similar services, and including a description of projects completed.
- A minimum of three (3) examples of recently done EIRs, from within the past five (5) years.
- Provide a summary of insurance coverage including public liability, property damage, workers compensation, automobile, and professional liability. All policies shall have at least \$2,000,000 coverage or as required by law.
- Attached as an example of the City's standard Professional Services Agreement (PSA) and insurance requirements. If the respondent has any modifications to the current PSA or Insurance requirements, provide a statement of proposed modifications to the PSA.

VI. Proposal Fee and Payment Schedule (TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE TO CITY HALL). Respondents are requested to submit Proposal Costs in a "menu" format to permit item-by-item cost identification. The costs should be presented in a format that allows identification of total costs for the EIR. Responding party shall also provide rates for additional services if requested by the City (e.g., attending additional meetings / hearing). Please submit the proposal fee and payment schedule in a sealed envelope, separate from the other proposal requirements.

VII. CONSULTANT SELECTION PROCEDURE

A. EVALUATION CRITERIA

The City of Plymouth desires a work product that is reflective of the needs of the City, applicants and surrounding residents and businesses. The consultant should demonstrate not only an ability analyze environmental impacts in accordance with the requirements of the California Environmental Quality Act, but also to be a problem solver, amenable to input from staff, the applicant and the public, and capable of providing objective information to respond to comments on the environmental document.

A favorable response from references regarding timeliness, meeting deadlines, application of applicable law and regulations, and providing objective analysis will be an important factor. The intent is to gauge the general skills of the firm, the specific talents of key personnel and the quality of products previously produced. All proposals will be evaluated using the following criteria:

- Adequate technical resources for performance
 - Demonstrated qualifications of the project manager and assurance of her or his principal involvement in the project until its completion
 - Demonstrated familiarity with and concern for the specific issues of the City and the project site
 - Quality and completeness of proposal and information provided by references
 - Quality of the proposed services to be provided
 - Ability and experience of team members assigned to work on the project
 - A satisfactory record of ability and performance in other similar projects
 - Technical experience in performing work of a closely similar nature
 - Methodology and work program, including knowledge of local needs and the ability to work closely with City staff, the project team, Planning Commission and City Council
 - Consultant availability, including ability to attend and make presentations at public, committee, and staff-level work meetings
 - Creativity and insight of proposal
 - Timing of work program and ability to perform the work within the time specified
 - Project cost (fee proposal)
 - Ability to produce high-quality and easy-to-read graphic information
- Ability and experience to work closely with City staff, applicant team, City Council, and the Plymouth community and other interested stakeholders.

B. EVALUATION PROCEDURE

Evaluation of the proposals will be performed by City staff who will assess the qualifications, experience and ability to perform the work of each consultant based on the criteria listed above. An oral interview with one or more of firms may be requested after written proposals have been received and reviewed by the City. At the time of the

interview, representatives of the consulting firm shall be prepared to clarify and elaborate on the details set forth in the firm's proposal.

The City reserves the right to negotiate directly with any party responding to this RFP and may enter into a contract with any responding party. The City reserves the right to award a contract to the firm that presents the proposal that, in the sole judgement of the City, best accomplishes the desired results. Overall, this is a qualifications-based procurement and cost shall not serve as the sole basis of any contract award to a consultant. The City also reserves the right to reject any and all proposals and waive any informality or irregularity in the proposals.

The City of Plymouth will administer the contract. Consultants whose proposals have not been awarded shall be so notified.

VIII. GENERAL INFORMATION FOR PROPOSALS

- The proposal shall be signed by an authorized official of the firm. All costs incurred in the preparation of the proposal shall be the sole responsibility of the proposing entity.
- The City reserves the right to reject any and all proposals and to request additional information concerning any proposal for purposes of clarification.
- If awarded a contract, the consultant shall maintain insurance coverage, including worker's compensation, reflecting the minimum amounts and conditions specified by the City.
- The final terms and scope of the contract shall be arranged on the basis of professional negotiations between the City and the prospective consultant. If the City and the prospective consultant fail to reach a contractual agreement, the City may then renegotiate with any other consultant.
- The consultant will comply with access of records, conflict of interest, and other provisions as required.

IX. TERMS AND CONDITIONS

Issuance of this RFP does not commit the City to award a contract for services or to pay any costs incurred in the preparation of a response to this request. The City retains the right to reject any and all submittals. Once submitted, the proposals become the property of the City.

The consultant selected to perform the scope of services described in this RFP will be required to obtain a City of Plymouth Business License.

X. ESTIMATED SELECTION PROCESS TIMELINE

Project Benchmarks	Date
RFP Issuance	October 22, 2021
Proposals Due	November 19, 2021
Contract Awarded	December 9, 2021

XI. Attachments.

- A list of previously preformed studies by the applicant/their consultants
- Example of City's Standard Professional Services Contract

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PROPOSED GREILICH RANCH SUBDIVISION AND 49ER VILLAGE RV RESORT EXPANSION

The following studies have been performed by the applicant and their consultants.

- Moore Biological- Biological Study of Property
- Windmiller- Cultural Resources Study
- KD Anderson- Traffic Counts

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF PLYMOUTH AND [REDACTED] (PROFESSIONAL)**

THIS AGREEMENT for professional services is made by and between the City of Plymouth, a California municipal corporation (“City”) and [REDACTED], a [REDACTED], (“Professional”) as of [REDACTED], 20XX (the “Effective Date”). City and Professional shall be referred to herein separately as a “Party” and collectively as “Parties”.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on [REDACTED], the date of completion specified in Exhibit A. Professional shall complete the work 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 Professional to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional 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 Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional’s profession.
- 1.3 **Assignment of Personnel.** Professional 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, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. All personnel, including those reassigned at City’s request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement, or any part of it, unless such subcontracting is expressly approved by City in writing.
- 1.4 **Time.** Professional 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 1.2 above and to satisfy Professional’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed [REDACTED], notwithstanding any contrary indications that may be contained in Professional’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional’s fee schedule regarding the amount of compensation,

attached as Exhibit B, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Professional shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Professional 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, if any, 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 Professional and each employee, agent, and subcontractor of Professional performing services hereunder;
- The Professional's signature; and
- Professional shall give separate notice to the City when the total number of hours worked by Professional and any one individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete work described in Exhibit A, if applicable.

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

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

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

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

2.5 Hourly Fees. Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed [REDACTED] (\$ [REDACTED]). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

2.9 Authorization to Perform Services. The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator, as defined in Section 11.9.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional 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 Professional only the facilities and equipment listed in this Section, and only under the terms and conditions set forth herein.

City may furnish, at its sole discretion, physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional'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.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, unless otherwise specified below, shall procure the types and

amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Professional shall provide proof satisfactory to the City of such insurance that meets the requirements of this Section and under forms of insurance satisfactory in all respects and that such insurance is in effect prior to beginning work to the City. Professional 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 Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to the City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured’s general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional’s insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance.

4.3.1 **General requirements.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must purchase an extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work under this Agreement, whichever is later.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance evidencing required policies delivered to Professional by the insurer, including complete copies of all endorsements attached to those certificates. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Professional beginning work, it shall not waive the Professional's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Subcontractors.** Professional 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.

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

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

4.4.5 Wasting Policies. Except for Professional Liability insurance policy, no policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.6 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL’S RESPONSIBILITIES.

- 5.1 **General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional 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, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional'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 means by which Professional accomplishes services

rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional 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. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional, and any subcontractors, shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional 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. Professional represents and warrants to City that Professional 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, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional 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 Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon [REDACTED] days' prior written notice to City and shall include in such notice the reasons for cancellation.

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

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional 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 Professional for any otherwise reimbursable expenses incurred during the extension period.

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

- 8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional'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 Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional 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.

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

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

8.6.1 Immediately terminate the Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the services required by this Agreement;

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

8.6.3 Retain a different professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. Confidentiality. Professional understands and agrees that, in the performance of services under this Agreement or in the contemplation thereof, Professional may have access to confidential information or other materials exempt from public disclosure, and that such information may contain sensitive or confidential data, the disclosure of which to third parties may be damaging to City ("Confidential Information") or any third party. Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization.

Section 10. KEEPING AND STATUS OF RECORDS.

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

prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 10.2 Professional's Books and Records.** Professional 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 Professional to this Agreement.
- 10.3 Inspection and Audit of Records.** Any records or documents that Section 10.2 of this Agreement requires Professional 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 the City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 Attorneys' Fees and Costs.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court, Eastern District of California.
- 11.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

11.6 **Use of Recycled Products.** Professional 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.

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

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

Professional hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code section 1090 et seq., the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional 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.

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

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

11.10 **Notices.** Any written notice to Professional shall be sent to:

[REDACTED]
[REDACTED]
[REDACTED]
Email Address (for Insurance Update Requests)
[REDACTED]

Any written notice to City shall be sent to:

[REDACTED]
[REDACTED]
[REDACTED]

11.11 **Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications,

and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 11.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the fee schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 11.14 **Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.
- 11.15 **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.
- 11.16 **Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.
- 11.17 **Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 11.18 **IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY

PROFESSIONAL

Rex Osborn, City Manager

[NAME, TITLE]

Attest:

Maria De La Torry, Deputy City Clerk

Approved as to Form:

Frank Splendorio, City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE