

CITY OF ROHNERT PARK

REQUEST FOR QUALIFICATIONS

FOR

**NEIGHBORHOOD UPGRADE
COMMUNITY SERVICE PROJECTS**

CITY OF ROHNERT PARK



City of Rohnert Park
130 Avram Ave
Rohnert Park, CA 94928
(707) 588-2247

Distribution/Advertisement: July 12, 2019

Deadline for Submittal of Statement of Qualifications: Open Submission Until Filled

The City of Rohnert Park invites your interest to the following opportunity:

NEIGHBORHOOD UPGRADE COMMUNITY SERVICE PROJECTS

I. Background

A Memorandum of Understanding by and between the City of Rohnert Park and the Federated Indians of Graton Rancheria (“MOU”) with the Federated Indians of Graton Rancheria (“Tribe”) facilitates the mitigation of impacts resulting from the Graton Resort and Casino. As an intergovernmental agreement, the MOU provides that the Tribe, through the Graton Mitigation Fund, designates contributions to the City for certain purposes. One of these purposes is the “Community Investment Recurring Contribution,” which consists of a quarterly recurring “Community Contribution” to be used for neighborhood upgrade or workforce housing programs.

In Fiscal Year 2018/19, the City of Rohnert Park City Council approved the use of Community Investment funds to support neighborhood upgrade activities. Specifically, the City seeks to support volunteer community service projects that benefit the neighborhoods of the City of Rohnert Park. The Neighborhood Upgrade Community Service Project is a new program of the City.

Approximately \$112,000 has been budgeted to conduct Neighborhood Upgrade Community Service projects in Fiscal Year 2019/20. The City may continue to extend the annual support of this program pending continued Community Investment Recurring Contribution revenue.

II. Purpose

This Request for Qualifications is to develop a pool of qualified organizations that would be eligible to submit proposals to coordinate future volunteer community service efforts on behalf of the City. All RFQ submissions will be considered. The City may elect to engage any number of qualified applicants to submit proposals for future projects. The number of awarded projects shall be limited to the funding available.

Minimum qualifications are required for a Consultant to be eligible to submit a RFP/RFQ response. Submittal response must show compliance to these minimum qualifications. City of Rohnert Park may select multiple vendors from this solicitation to achieve these outcomes.

III. Performance Schedule

The Neighborhood Upgrade Community Service Project is an annual contract, with the possibilities of one-year extensions supported by Community Investment Recurring Contributions received through the MOU.

IV. Minimum Qualifications

Minimum qualifications are required for a Consultant to be eligible to submit a RFP/RFQ response. Your submittal response must show compliance to these minimum qualifications.

Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

- Consultant must have a minimum of three years continuous experience during which the services described below (section IV: Scope of Work) have been the primary business service.
- The Consultant must meet all applicable licensing requirements, including the possession of a City of Rohnert Park Business License in good standing, immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes as required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.
- Consultant must demonstrate the ability to coordinate and execute volunteer community service projects within the city limits of Rohnert Park (important for on-call contracts and responsiveness). Operating a local office in the city of Rohnert Park is an example of meeting this minimum qualification.

Questions regarding this RFQ, please direct to:

Leo Tacata, Senior Analyst
ltacata@rpcity.org

Answers to questions will be posted to the website until the contract has been executed.

IV. Scope of Work

Neighborhood Upgrade

The City of Rohnert Park is seeking a consultant to provide volunteer coordination and leadership for its Neighborhood Upgrade program in 2019, with the possibility of a three-year extension. The Neighborhood Upgrade Program intends to deliver improvements to the neighborhoods of Rohnert Park, specifically through bringing together volunteers to clean, repair, and improve neighborhood areas in Rohnert Park that have been neglected, vandalized, or misused.

The ultimate objective is to procure a consultant organization that can develop long-term volunteer resources for a continuing Rohnert Park Neighborhood Upgrade Community Service Program, focusing efforts on identifying and prioritizing clean-up and rehabilitation projects in the City of Rohnert Park, recruiting volunteers, and overseeing the delivery of the projects.

Scope of Work

Task may include:

- Project Identification and Prioritization: Identify suitable projects inside the city limits of Rohnert Park that can be accomplished through a limited community service project events. Projects should benefit should benefit the “neighborhood quality” of Rohnert Park to be accomplished through the volunteer effort. Examples of limited events include, but are not limited to: Neighborhood beautification; repair and rehabilitation work; graffiti removal. Capital improvement projects will not be eligible

for this program. All projects must first be approved by the City of Rohnert Park.

- **Project Development and Budget:** Submit for approval the budget and schedule necessary to accomplish each event. The consultant contract may fund appropriate time and materials to accomplish the events.
- **Volunteer Recruitment and Coordination:** Recruit for, organize, and lead volunteers in activities. Consultants are highly encouraged to work in collaboration with Rohnert Park community service groups. It is expected that the local community service groups would be the primary source of volunteers. Activities include but are not limited to: participant recruitment, field leadership to accomplish specified objectives, training participants in proper restoration, coordinating tools for field work, and providing necessary City-approved Injury and Illness Prevention trainings for each project.
- **Education Activities:** At certain volunteer events, the consultant will lead education activities for participating volunteers in coordination with City staff. The goal of these activities is to increase knowledge in the volunteer base and to develop meaning and connection between volunteers and their Rohnert Park community.
- **Site Visits:** Consultant shall coordinate site visits with City staff (site locations and visits will be determined by City staff) prior to start of the Site Work Schedule. City staff may include representatives of any City department (Public Works, Community Services, Development Services, Animal Shelter, Senior Center, Public Safety, and Administration).
- **Volunteer Appreciation;** coordinate with City staff to organize logistics for any appreciation event.
- **Training for Volunteers and Residents;** including organizing logistics, providing event food, developing the agenda and speakers, and working collaboration with City staff.
- **Tracking & Reporting:** consultant shall submit a pre-project, post-project and follow-up report to the City on each project. Pre-project and post-project reports will include the volunteer count, schedule, budget update, and pictures of the site prior to the work and after the completion of the event. The follow-up reports will include the description and pictures of the state of the site after a pre-determined period of time, depending on the project.
- **Digital Engagement:** Webpage and social media updates. Consultant must coordinate social media messaging with City Staff.
- **Advertising and Press Releases:** In coordination with the City, Consultant will develop and disperse advertising and press releases involving the volunteer recruitment and service events. Consultant should also photograph the events, and administer photo releases from volunteers.

- Community Outreach and Responsiveness to neighborhoods and residents
- Volunteer/crew recruitment and site leadership
- Work with City of Rohnert Park staff on specific tasks and assignments at any Neighborhood Upgrade Community Service Project event.

Additional Data

The City shall have the option to request additional data related to program performance or management for auditing or evaluation purposes.

V. Delivery Schedule

The City would like to launch the first Neighborhood Upgrade Community Service Event by Fall Quarter 2020 or earlier. Consultant will develop and schedule subsequent events.

VI. Contract Modifications

The City's Consultant Services Agreement is attached.

The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an "Exception". The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant's Proposal as non-responsive.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

VII. Procedures and Requirements

Submission Deadline: Open Submission Until Filled

Submissions will be sent to: City of Rohnert Park, City Manager's Office
Attention: Neighborhood Upgrade RFQ/Leo Tacata
130 Avram Ave
Rohnert Park, CA, 94928

The solicitation title of the RFQ is "CITY OF ROHNERT PARK REQUEST FOR QUALIFICATIONS FOR NEIGHBORHOOD UPGRADE COMMUNITY SERVICE PROJECTS". The Solicitation Title should be clearly indicated on the package for submission.

Submissions can be delivered to the front window of Rohnert Park City Hall, 130 Avram Ave in Rohnert Park. Submissions will be time stamped when they are received.

Submissions may also be mailed or couriered to the address above.

Proposal Submittal: Hard Copy Submittal

Submit one (1) original unbound and two (2) of bound copies of the response. The City will not accept Fax or electronic submission. Delivery is to the location specified above, in Section IV.

- A. Hard-copy responses should be in a sealed box or envelope marked and addressed with the City contact person name and the solicitation title. If submittals are not marked, the Proposer has risks of the response being misplaced and not properly delivered.
- B. The Submittal may be hand-delivered at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.

Submission Items

The submitted Statement of Qualifications (SOQ) should include the following items:

- A. Cover Letter: The cover letter is to be signed by an officer of the firm authorized to execute an agreement;
- B. Identification of Consultant;
- C. Brief overview of qualifications of Consultant. Please include a discussion of your organization's community service background;
- D. Contact information (phone and e-mail) of the officer making the SOQ;
- E. Key Personnel: Include the capacity and availability of your firm.
- F. Scope of Work Qualifications. Please describe your firm's experience and ability to conduct the following activities:
 - a. Project Identification and Prioritization.
 - i. How does your organization find suitable projects?
 - ii. How will your organization determine suitable projects in the City of Rohnert Park?
 - iii. What criteria is used to determine project feasibility?
 - b. Volunteer Recruitment and Coordination.
 - i. How will your project recruit the volunteers necessary to conduct a community service event?
 - ii. Who in your organization would be responsible for this function? If the person(s) are currently employed, please briefly describe their relative experience.
 - iii. How does your organization manage and train volunteers through the execution of the project?
 - iv. Provide at least one example of a community service project that your organization has conducted. Please describe the purpose of the project,

how many volunteers participated, and what impacts did the project have. Include in your description the location and date of your project.

- v. How does your organization follow-up with volunteers?
- c. Community Service Capability
- i. How does your organization conduct advertising and social media engagement? If applicable, please provide links to previous or active on-line efforts.
- d. Sample Project, Schedule, and Budget. A sample project proposal is requested in order for the City to align a future proposal or contract to best meet City needs. The City will rely on the Consultant's expertise and capabilities to meet the program deliverables.
- i. Provide a brief sample proposal of how your organization might conduct a community service event in Rohnert Park. The first proposed event should be planned for summer or autumn 2019. Please provide sufficient detail that would demonstrate your organization's capability to deliver a service event. At minimum, the brief proposal should include a scope of work and a realistic timeline of how your organization might perform the activity from beginning end. A brief proposal should not be longer than three (3) pages. Appendices and attachments to the sample proposal will not be considered in the evaluation and are not encouraged for this RFQ solicitation.
 - ii. In addition to the sample proposal, provide a sample budget for your sample proposed project. It is the intent of this program to contract a provider for time and materials involved in the administration, delivery, and execution of community service projects. Please include a brief budget justification for each estimated cost. It is not expected that your brief budget be longer than one page.
- e. Fee Schedule.
- i. Personnel. Please provide the salary and benefit rates and their respective justification for personnel who would be administer a community service project.
 - ii. Volunteer Recruitment and Administration. Please provide the rates and justification for operational and advertising costs associated with the recruitment and management of volunteers, including follow-up. Note: It is understood that materials, such as small tools, required for specific projects will depend of the nature of the event. Consultant is not expected to provide a fee schedule for event-specific expenses, which will be negotiated on a per-project basis.
 - iii. Administrative/Overhead Costs. If your organization charges an administrative or overhead fee, please provide the rate, methodology, and

justification.

- f. Community Service Organization Referrals. Applicants are strongly encouraged to work with community service groups experienced in delivering activities in Rohnert Park.
 - i. Provide the contact information of a community service group that your organization would likely collaborate with on a Rohnert Park community service event. Please expect that the City will reach out to your referrals as part of the RFQ evaluation process.

VI. Review Process

Consultant selection will be based upon the SOQ submitted. Evaluations will be based on the consultant's Experience, Personnel, and SOQ Soundness.

City may request additional clarifying information from any or all consultants that submit a SOQ. City will evaluate the responses to this RFQ, may interview the top rated consultant(s), and negotiate an Agreement for Professional Services with the consultant that City determines is the most qualified. With respect to the possible variety of community service projects, the City may engage multiple Consultants for different projects. The total amount of Agreements shall not exceed the City's budget for the Neighborhood Upgrade Community Service program.

Consultants may be requested to be available for an interview with City Staff in Rohnert Park as part of the City's final selection process. The lead members of the consulting team will be expected to attend any interviews scheduled with the City.

At the end of the Review Process, staff will notify all consultants and the selected consultant will be awarded a contract with the City. Said contract will have the terms as indicated in the City *Professional Services Agreement*. The terms of the contract agreement has specific insurance requirements, which is included as part of the RFQ.

VII. General Terms and Conditions

- a. The City reserves the right to reject any and all SOQ's and to award any or all sections of the work to one or multiple consultants.
- b. Cost of Preparing Proposals: The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.
- c. The City reserves the right to modify the scope of the work for this project at any time.
- d. Documents, drawings and findings (regardless of format) that are associated with this project shall be the property of the City.
- e. Fee proposals included with the submitted SOQ shall remain effective for 90 days beyond the submitted date.
- f. The Consultant agreement will be the City's *Professional Services Agreement*. This agreement contains the City's insurance requirements that must be met prior to execution of the agreement.

- g. **Proposer Responsibility to Provide Full Response:** It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after submission; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.
- h. **No Guaranteed Utilization:** The City does not guarantee utilization of any contract(s) awarded through this process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.
- i. **Negotiations:** The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet City needs within the scope sought by the solicitation.
- j. **Errors in Proposals:** Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to the City.
- k. **Withdrawal of Proposal:** A submittal may be withdrawn by written request of the submitter.
- l. **Rejection of Proposals:** The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.
- m. **Independent Contractor:** The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee.
- n. **Operating Space:** The City will not provide operating space for performance of this work without express written permission on a per-project basis. Consultants will perform most work from their own office space or the field, and will be entirely responsible to secure necessary permits and permissions to perform the activities. Any permit associated with the project shall be submitted by the Consultant. Consultant should consider the cost of permits (e.g., encroachment permits, temporary use permits) in their submitted budgets.
- o. **No Conflict of Interest:** Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The

City shall make sole determination as to compliance.

Attachments:

- A. Consultant Services Agreement Standard Form



**City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928**

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the (DATE) by and between the CITY OF ROHNERT PARK (“City”), a California municipal corporation, and (CONSULTANT), a ORGANIZATION TYPE (“Consultant”).

RECITALS

WHEREAS, City desires to _____; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. City. The City Manager or his/her designee shall represent City for all purposes under this Agreement. Leo Tacata, Senior Analyst, is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant **NAME, TITLE** will have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Work” attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. All services are to be completed per the Scope of Services.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant shall be at the rate and schedules attached hereto as Exhibit A, and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly statements for work performed. City shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it is in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the

compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

6. Term. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all work papers compiled by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. (Except as stated in paragraph 19. D. regarding Consultant not being liable for such use.). Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law. Consultant's working papers, including audit programs, analytical review schedules, and statistical sampling results, analyses and schedules are the Consultant's property.

9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

10. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the City), indemnify, and hold harmless the City, its officers, elected officials, employees, agents, and volunteers from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of City. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.

13. Consultant Not an Agent of City. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance

and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City business license. The City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

D. City Not Responsible. City is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.

E. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for the City.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City, or as required by law.

17. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance. Without limiting consultant's indemnification provided herein, Consultant shall comply with the requirements set forth in Exhibit C to this Agreement.

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant.

C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately copies of studies, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant shall be entitled to retain copies of such documents and shall not be required to erase all electronic backup copies or data. As stated above in section 8, Consultant's working papers remain the property of Consultant. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between the City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally, via e-mail, or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City: Leo Tacata, Senior Analyst
City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928

If to Consultant: NAME, TITLE
ORGANIZATION
ADDRESS
CITY, STATE ZIP

26. Consultant's Books and Records.

A. 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 and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

32. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Compensation
- C. Exhibit C: Insurance Requirements

33. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

34. News Releases/Interviews. All Consultant and sub-consultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.

35. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

36. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

37. STATEMENT OF ECONOMIC INTEREST. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” with the Clerk of the City of Rohnert Park disclosing Consultant and/or such other person’s financial interests.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

CONSULTANT

By: _____
City Manager
Date: _____

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Clerk

EXHIBIT A
SCOPE OF WORK
[[TO BE DEVELOPED]]

EXHIBIT B
COMPENSATION

EXHIBIT C

INSURANCE REQUIREMENTS For Consultant Services Agreement

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$2,000,000 (Two Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, sub-consultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
11. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to

the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

18. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CERTIFICATE OF CONSULTANT

I, HEREBY CERTIFY that I am **NAME AND TITLE**, of **COMPANY NAME** whose address is **ADDRESS, CITY, STATE, ZIP** and that I here represent has not:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature