

REQUEST FOR PROPOSALS
For
PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES



CITY OF SAN RAMON
COMMUNITY DEVELOPMENT DEPARTMENT

Issued: December 1, 2020

Proposal Deadline: January 15, 2021 at 4:00 p.m.

to

**Planning Services Division
City of San Ramon
2401 Crow Canyon Road
San Ramon, CA 94583**

Attn: Mr. Ryan Driscoll, Associate Planner

**CITY OF SAN RAMON
REQUEST FOR PROPOSALS**

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CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Professional Architectural Consulting services for its new Pre-Approved Accessory Dwelling Unit (ADU) Program (“**Program**”).

1. ABOUT THE CITY

The City was incorporated in July 1983, chartered in 1997, and is located in Contra Costa County, with an estimated population of 83,100. The City operates under a Council-Manager form of government with over 200 employees. The City provides a full range of services typically associated with a municipality, including police, public services, community development (planning, building & safety, and code enforcement), engineering, and parks. In addition, the City also operates two libraries, numerous park and recreation facilities including two aquatic centers and a performing arts theater and two community centers. The City is located in southern Contra Costa County, surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both Alameda and Contra Costa Counties. The City’s location along the Interstate 680 corridor links it to other parts of the San Ramon Valley, Central Contra Costa County to the north, and San Jose to the south. This location, combined with the proximity of the intersection between Interstates 680 and 580, as well as being home to Bishop Ranch Business Park, makes San Ramon an integral part of the Bay Area economy. The expected build-out population is approximately 96,000 in 2035. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

2. THE SERVICES

A. Summary. The City requires Professional Architectural Consulting services (“**Services**”) for its new Pre-Approved ADU Program. Qualified Respondents will develop a collection of standard, pre-approved detached ADU architectural and building permit plan sets, which the City will offer to the public free-of-charge. The goal of the Program is to encourage the construction of ADUs by offering a selection of pre-approved ADU building permit plan sets that will reduce the initial design and review costs for the resident.

B. Form of Agreement. A copy of the City’s standard Consultant Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Ryan Driscoll, Associate Planner, at rdriscoll@sanramon.ca.gov by 5:00 p.m., January 8, 2021 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will not be held.

C. Submittal Instructions. Proposals must be **received** by the City by or before January 15, 2021 at 4:00 p.m. (“**Proposal Deadline**”). Respondent must submit one (1) original and one (1) digital identical copy of the Proposal labeled with Respondent’s name and return address, marked “Proposal for Professional Architectural Consulting Services”, and addressed as follows:

City Clerk
City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

| ACTIVITY | PLANNED DATES/TIME |
|----------------------------------|-----------------------------|
| RFP Issued | December 1, 2020 |
| Request for Information Deadline | January 8, 2021 at 5:00 PM |
| Proposal Deadline | January 15, 2021 at 4:00 PM |
| Notice of Selection | February 26, 2021 |

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. Proposals should not exceed 100 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

INCLUDE THE STATEMENTS BELOW:

- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFP. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda:

Addendum: Date Received:

01 _____
02 _____; and

- (6) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 14 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a lump sum price for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc. Attach a copy of billing rates that would apply to any authorized additional Services. Please Note: The City will not pay travel time for Respondents to or from the City and administrative overhead must be included in the hourly rates and not as an additional percentage of the billing.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

G. Work Plan and Schedule.

(1) Demonstrate how the Respondent will prepare and provide the requested services. Provide a work plan and schedule, including a breakdown of tasks to be performed, person-hour requirements for each

position working on each task, and the names of sub-consultants to be used on the project.

(2) Provide an assessment of the amount of time and information that will be required of City staff who will be involved in the Project.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are:

- | | |
|--------------------------|-------------|
| • General qualifications | 1-10 points |
| • Relevant experience | 1-10 points |
| • Proposed staffing | 1-10 points |
| • Pricing | 1-20 points |
| • Proposed approach | 1-25 points |
| • Work Plan and Schedule | 1-15 points |
| • References | 1-10 points |

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation awarding officer for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk, at cityclerk@sanramon.ca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Community Development Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence,

the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

D. Business Registration. It shall be the responsibility of the Respondent to maintain all licenses, permits and certifications as required by federal, state and local laws, regulations, codes or ordinances for the performance of the contract (collectively referred to as “Required Documents”). The Respondent shall provide copies of any Required Documents in effect prior to the contract approval. The Respondent shall maintain all Required Documents during the term of the contract. Should any of the Required Documents expire, be cancelled, suspended or revoked before the expiration of the contract, the Respondent must, within 72 hours, provide written notice to the City of such action. In the that

any of the Required Documents are not in effect any time during the term of the contract, the contract will be considered canceled effective the date the action occurred one or more of the Required Documents.

The Respondent shall insure that its Business License Registration fee is paid and current during the term of this contract. In the event the Business License fee becomes due during the term of the contract, the Respondent must advise the City in writing thirty (30) days prior to the expiration of the Business License Registration. If the fee is not paid within thirty (30) days, the City will withhold payment of invoices until the Respondent obtains and submits a valid Business Registration.

E. Fair Political Practices Act. California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a Respondent if the Respondent or an employee, officer or director of the Respondent's firm, or any immediate family or preceding, or any subconsultant, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of a contract or otherwise participate in the making of a contract.

F. State of California Grant Requirements. The Respondent understands that the underlying contract is funded by a State Grant and as such, if Respondent is awarded the contract, Respondent agrees to adhere to and certify its compliance through the duration of the executed contract with all of the following:

- (1) the State of California Contractor Certification Clauses (Attachment C);
- (2) all applicable State of California General Terms and Conditions (Attachment D); and
- (3) the following State and Federal Laws, Rules, Guidelines, and Regulations:

(a) The Respondent agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the City, its contractors or subcontractors, and any other grant activity.

(b) During the performance of this RFP, the Respondent assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC

3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- (c) The Respondent shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RFP.
- (d) The Respondent shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- (e) The Respondent shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the RFP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

Attachments:

Attachment A – Form of Agreement
Attachment B – Scope of Services
Attachment C – State of California Contractor Certification Clauses
Attachment D – State of California Terms and Conditions

Attachment A – Form of Agreement

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SAN RAMON AND CONSULTANT FOR PROFESSIONAL ARCHITECTURAL CONSULTING FOR THE PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) PROGRAM

This Agreement is made by and between the City of San Ramon, a municipal corporation, ("CITY"), and (Name of Consultant) ("CONSULTANT") together referred to as the "Parties."

RECITALS

WHEREAS, CITY was awarded State of California grant funding ("State Grant") to pursue a new pre-approved accessory dwelling unit ("ADU") Program; and

WHEREAS, CITY desires to secure professional architectural consulting for its new pre-approved ADU Program and CONSULTANT is qualified and willing to provide such assistance; and

WHEREAS, CONSULTANT, by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

WHEREAS, CITY desires to hire (Name of Consultant) to provide the requested services; and

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONSULTANT agree as follows:

1. **Award of Contract.** In response to the Request for Proposals, CONSULTANT has submitted a Proposal to perform the Services as set forth in the Request for Proposal (RFP), Attachment B – Scope of Services. On _____, 20____, CITY authorized award of this Contract to CONSULTANT for the amount set forth in Section 5, below.
2. **Contract Documents.** The RFP Documents incorporated into this Contract include and are comprised of all of the documents listed below.
 - 2 The Services
 - 3 Request for Proposal Procedures
 - 4 Proposal Requirements

- 5 Evaluation
- 6 Selection and Award
- 7 Miscellaneous

3. **Scope of Service.** The scope of service covered by this Agreement includes Professional Architectural Consulting Services for the new pre-approved ADU Program and as further described and contained in the CONSULTANT'S Scope of Services as set forth in Exhibit A to this Agreement, attached and incorporated herein by reference.

4. **Term of Agreement.** CITY and CONSULTANT agree that time is of the essence in the performance of this work. This Agreement shall commence as of the effective date and shall end on **Month Date, 20XX** or the date CONSULTANT completes the services provided for in this Agreement, whichever occurs first, unless otherwise terminated under the terms of Section 19 of this Agreement.

CITY shall have the option to renew this Agreement for not more than two (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

5. **Compensation.** Compensation for the services shall be paid on a time-and-materials basis. The maximum compensation is not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in CONSULTANT'S Scope of Services, Exhibit A to this Agreement.

CITY shall have the right to review all books and records kept by CONSULTANT in connection with the operation and services performed under this Agreement. When requested by CITY, CONSULTANT shall make all such records available to CITY within fourteen (14) days of the request.

6. **Invoicing, Payments, Notices.**

CONSULTANT shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

City shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. City shall pay undisputed invoices in net thirty (30) days from receipt of the invoice.

CONSULTANT shall transmit invoices for services by this Agreement, to CITY as follows:

City of San Ramon
Attn: Debbie Chamberlain, Community Development Director
2401 Crow Canyon Road
San Ramon, CA 94583

CONSULTANT shall transmit by mail or deliver any notices required by this Agreement, to CITY as follows:

City of San Ramon
Attn: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583

CITY shall transmit (or hand deliver) notices and payments on invoiced amounts by this Agreement to CONSULTANT as follows:

Company Name
Attn: Contact Name
Address
Address

7. **Professional Services – Additional Obligations on Scope of Services.**
CONSULTANT shall:

- a. Not either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of CITY or the operations or procedures of CITY without prior written consent of CITY.
- b. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism. CONSULTANT shall perform all services of this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.

8. **Final Work Product.** Final work products produced by CONSULTANT in the form of computer files shall be delivered via email with a Dropbox hyperlink. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONSULTANT'S work product under the Agreement shall be the property of CITY and the State of California Department of Housing and Community Development by the terms of the State Grant and this Agreement.

9. **Ownership of Work Product.** All work products of CONSULTANT provided hereunder shall become the property of CITY and the State of California Department of Housing and Community Development by the terms of the State Grant and this Agreement.

10. **Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONSULTANT agrees that all confidential information disclosed to CONSULTANT by CITY shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

11. **State Owned Data.**

a. Definitions.

- i. Work: The work to be directly or indirectly produced by the CITY, its employees, or by and of the CONSULTANT's, subcontractor's, and/or sub-recipient's employees under this Agreement.
- ii. Work Product: All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship CITY and/or CONSULTANT, subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- iii. Inventions: Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the CITY or jointly with CONSULTANT, subcontractor and/or sub-recipient and/or CONSULTANT, subcontractor, and/or sub-recipient's employees with one or more employees of the California Department of Housing and Community Development during the term this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this RFP and this Agreement.

b. Ownership of Work Product and Rights.

- i. All Work Product derived by the Work performed by the CITY, its employees or by and of the CONSULTANT'S, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the California

Department of Housing and Community Development and shall be considered to be works made for hire by the CITY and the CONSULTANT, subcontractor and/or sub-recipient for the California Department of Housing and Community Development. The California Department of Housing and Community Development shall own all copyrights in the Work Product.

- ii. CITY, its employees and all of CONSULTANT'S, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the California Department of Housing and Community Development, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the CONSULTANT, subcontractor and/or subrecipient from the California Department of Housing and Community Development. From time to time upon the California Department of Housing and Community Development request, the CONSULTANT, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the California Department of Housing and Community Development may request. The California Department of Housing and Community Development shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. CITY hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
- iii. CITY, its employees and all CONSULTANTS, subcontractors and sub-recipients hereby agrees to assign to the California Department of Housing and Community Development all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the California Department of Housing and Community Development's property regardless of whether such protection is sought. The CITY, its employees and CONSULTANT, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the California Department of Housing and Community Development of each Invention not otherwise clearly disclosed to the California Department of Housing and Community Development in the pertinent Work Product, specifically noting features or concepts that the CITY, its employees and/or CONSULTANT, subcontractor and/or subrecipient believes to be new or different.
- iv. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in the California Department of Housing and Community Development and no

further agreement will be necessary to transfer ownership to the California Department of Housing and Community Development.

12. **Independent Contractor.** It is understood and agreed that CONSULTANT is an independent contractor, that CONSULTANT controls the means and manner of work, and that no employer-employee relationship exists between the parties hereto.
13. **Out of State Business.** If CONSULTANT is an out of state business and does not have a local office within the State of California, CONSULTANT shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state CONSULTANT fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.
14. **Insurance.** CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on the CONSULTANT'S bid proposal.

A. Required Insurance. CONSULTANT shall maintain, at all times, during the term of this Agreement and at CONSULTANT'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars (\$2,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars (\$1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- ii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of

California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONSULTANT is a sole proprietor and does not and will not have employees during the term of this Agreement.

- iii. Errors and Omission insurance, which covers the services to be performed under this Agreement, in the minimum amount of two million dollars (\$2,000,000). Except with respect to the requirement of providing CITY with Proof of Insurance, the provisions of subparagraph viii below shall not apply to this errors and omission insurance.

B. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premise owned, occupied or used by CONSULTANT; or automobile owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents or volunteers. If CONSULTANT submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or

damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY;

- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.
 - viii. Certificate Holder. The certificate holder shall include CITY and be sent to the address as indicated in Section 6 (Invoicing, Payments, Notices) of this Agreement.
 - ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- C. Verification of Coverage.** CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- D. Subcontractors.** CONSULTANT shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- E. Insurer's Qualifications.** All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.
- F. Excess Insurance.** If CONSULTANT maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONSULTANT.

PLEASE INITIAL:

_____ CONSULTANT has read and understand the insurance requirements outlined and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONSULTANT's proposal, and (2) that CONSULTANT has confirmed that CONSULTANT will be able to obtain the required insurance coverages if awarded the contract.

15. **Authority of Consultant.** CONSULTANT shall possess no authority with respect to any CITY decision and no right to act on behalf of CITY in any capacity whatsoever as agent, or bind CITY to any obligations whatsoever.
16. **Conflict of Interest.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement and CITY Resolution No. 2020-017, Conflict of Interest Code, as amended. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest required by either CITY Ordinance or State Law.
17. **Assignment.** Except as expressly authorized herein, CONSULTANT'S obligations under this Agreement are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the City Manager.
18. **Indemnification.** CONSULTANT agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONSULTANT.

CONSULTANT shall hold CITY harmless and defend any suit or other proceedings brought by CONSULTANT'S employees, contractors, or agents, either against CONSULTANT or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

19. **Termination.** CITY or CONSULTANT may terminate this Agreement by providing ten (10) days written notice prior to the effective termination date. In the event of termination, CITY shall pay CONSULTANT for all services acceptable to CITY and actually rendered up to, and including, the date of termination. Termination shall not extinguish any outstanding performance obligations under the agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.
20. **Amendments.** Any modifications or amendment of any provision of the Agreement shall be in writing and must be executed by all parties.
21. **Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

22. **Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, facsimile and scanned signatures shall be binding the same as originals.
23. **Entire Agreement.** This instrument, and any attachments hereto, constitute the entire Agreement between CITY and CONSULTANT concerning the subject matter hereof.

END OF CONTRACT

Attachment B – Scope of Services

The following services are requested for the Pre-Approved Accessory Dwelling Unit (ADU) Program:

Task 1. Architectural and Building Plan Sets

The CONSULTANT shall prepare a bid proposal for supplying the CITY with architectural and building plans for all detached ADU types and ADU design criteria listed below. The CITY may award contracts to more than one CONSULTANT team and/or for any portion of a CONSULTANT team's proposal, to prepare final plan sets.

i. Detached ADU Types

| Unit Type | Size | Height (to mid-point of roofline) | Typical Lot Type |
|-------------------|-------------------|--|------------------------------|
| 1-bedroom, 1-bath | 500 – 600 sq. ft. | 16-ft. Max. | Flat, 5,000 – 7,000 sq. ft. |
| 1-bedroom, 1-bath | 600 – 750 sq. ft. | 16-ft. Max. | Flat, 7,000 – 10,000 sq. ft. |
| 1-bedroom, 1-bath | 750 – 850 sq. ft. | 16-ft. Max. | Flat, 7,000 – 10,000 sq. ft. |

ii. Architectural Styles

The CONSULTANT shall prepare architectural elevations with three (3) different architectural styles for all unit sizes specified above. Exterior materials as well as door and window fenestration of each unit type shall be customized to reflect the following three (3) predominant exterior architectural variations found in the community:

- (a) Craftsman
- (b) Mediterranean
- (c) Contemporary

iii. Design Criteria

- (a) All unit elevations shall be customizable to allow for variations in exterior materials as well as door and window fenestration to express individual owner's tastes and respect community character.
- (b) All designs shall fully comply with the 2019 California Residential Code, California Code of regulations, Title 24, Part 2.5
- (c) Design shall also comply with 2019 California Building Code (CBC), California Code of regulations, Title 24, Part 2 for structure(s) or element(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC.

(d) Minimum Structural Design Criteria:

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC
DESIGN CRITERIA

| GROUND | WIND DESIGN | | | | SEISMIC | SUBJECT TO DAMAGE FROM | | | WINTER | ICE BARRIER UNDER-LAYMENT | FLOOD | AIR | MEAN |
|---------------------------------------|------------------------|----------------------------------|----------------------------------|-------------------------------------|-----------------------|-------------------------|-------------------------------|----------------------------|---------------------------|----------------------------|--------------------------------|--------------------|-------------------|
| | SNOW | | | | | DESIGN | | | | | | | |
| LOAD | Speed mph ^d | Topographic effects ^k | Special Wind Region ^l | Wind-borne debris zone ^m | CATEGORY ^f | Weathering ^a | Frost line depth ^b | Termite ^c | TEMP ^e | REQUIRED ^h | HAZARDS ^g | INDEX ⁱ | TEMP ^j |
| N/A | 110 mph | NO | NO | NO | D0, D1, D2, E | Negligible | N/A | Very Heavy | 32° | NO | See Footnote g | 2% | 58.7° |
| MANUAL J DESIGN CRITERIA ⁿ | | | | | | | | | | | | | |
| Elevation | | | Latitude | | Winter heating | Summer cooling | | Altitude correction factor | Indoor design temperature | Design temperature cooling | Heating temperature difference | | |
| 350 ft | | | 38´ | | 32° | 93° | | 1.0 | 70° | 75° | 38° | | |
| Cooling temperature difference | | | | | Wind velocity heating | Wind velocity cooling | Coincident wet bulb | | Daily range | Winter humidity | Summer humidity | | |
| 18° | | | | | 15 mph | 7.5 mph | 67 | | 35% | 75% | 75% | | |

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. The weathering index for the City of San Ramon is classified as "negligible".
- b. The City of San Ramon does not require additional depth of footing below finish grade.
- c. The City of San Ramon has a history of local subterranean termite damage.
- d. The City of San Ramon is in the 110 mph wind speed zone.
- e. The outdoor design dry-bulb temperature for the City of San Ramon was selected from the columns of 97½-percent values for winter from Appendix D of the 2018 International Plumbing Code.
- f. The City of San Ramon is in Seismic design categories Do, D1, D2 and E.
- g. The date of the City of San Ramon's entry into the National Flood Insurance Program: April 28, 2009.
The date(s) of the Flood Insurance Study: May 3, 1990. The panel numbers of all currently effective FIRMs adopted by the City of San Ramon, as amended:
Panel 060710 0004A
- h. The City of San Ramon does not have a history of local damage from the effects of ice damming.
- i. The City of San Ramon selected the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.
- j. The City of San Ramon selected the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.
- k. No local historical data documenting structural damage to buildings due to topographic wind speed-up effects in the City of San Ramon.
- l. The City of San Ramon is not in a Special Wind Region.
- m. The City of San Ramon is not in a Wind-borne debris zone.
- n. The City of San Ramon is using Table 1B for San Ramon, CA from ACCA Manual J.
- o. The City of San Ramon does not have Ground Snow Loading.

(e) Minimum Energy Compliance Design Criteria:

State Title 24 Energy Compliance documentation in all four primary orientations (north, south, east and west facing)

- I. Climate Zone: 12
- II. Exterior Wall Insulation: R-15
- III. Attic Insulation: R-38
- IV. Designed for both heating and cooling: 92 AFUE (Heating); 15 SEER (Cooling)

(f) Foundation Design Criteria:

Both a Shallow foundation design for building sites that do not exceed a slope of 1 vertical to 3 Horizontal units. Design does not assume unstable soil or expansive clay soil.

- I. Soil Bearing Pressure: 1500 PSF (w/out Geotechnical Report)
- II. Lateral Bearing Pressure:
100 PCF
- III. Foundation Depth Below Ground Surface: 24 inches Min.
- IV. Deep Foundation minimum depth:
8'-0" Min. total embed
6'-0" Min. embed into undisturbed soil

(g) Covered Porch Option:

At least one (1) elevation per floor plan shall include a design for an attached covered porch option, which may be included by the property owner.

The following minimum covered porch option design elements shall be included within the plan:

- I. Ledger size and attachment details
- II. Covered porch framing size, framing spacing and connection details
- III. Column size and isolated footing design including connection details
- IV. Details of any architectural features of the covered porch, which may include soffit detail, and any finish details and trim

(h) Fire Resistive Construction Details:

The proposed detached ADUs may be located within (4) feet of a real or assumed property line on the rear or side elevation. Therefore, for each of the proposed plan elevations, the rear and side elevation must comply with CRC Table R332.1 (1) Fire Resistance Protection/Rating of Exterior Wall elements.

The following minimum fire protection details shall be included within the plans:

- I. One-hour fire rated wall construction detail for each architectural style that would comply with ASTM E119 or UL 263 testing
- II. One-hour fire rated projection details on the underside of the projection for each architectural plan style. Assume two-foot minimum fire separation distance
- III. Design elevation where the opening on the exterior fire walls shall not exceed 25% of the wall area
- IV. Specifications and details of roofing material and roof sheathing that would comply with a two-foot minimum fire separation distance

(i) Fire Sprinkler Design Criteria:

Provide a note on the plans that indicates that when fire sprinklers are required, the fire sprinkler systems shall comply with the requirements for an NFPA 13D Fire Sprinkler system.

Task 2. Final Building Plans

Selected CONSULTANT(S) will prepare a complete building plan set. Plans and specifications shall comply with standard drawings and specifications of the CITY and other agencies as applicable. Final plan set to include:

- i. Floor plan
- ii. Foundation plan
- iii. Sections (all necessary)
- iv. External elevations (along with customizable options)
- v. Renderings of exterior and internal features suitable for publication (all necessary)
- vi. Suggested external and internal materials

Task 3. Meetings and Presentations

Selected CONSULTANT(S) shall meet and/or present at:

- i. Project Initiation: Prior to development of conceptual plan sets
- ii. Project Plan Review: 35% Plans (Architectural Review Board)
- iii. Project Plan Review: 65% Plans (Architectural Review Board or Planning Commission)

Task 4. Publication-Ready Plans, Images, and Materials

Selected CONSULTANT(S) shall make available selected plans and images of the Final Plan Sets, in digital format, to be part of marketing materials that will be produced for the ADU Program.

Attachment C – State of California Contractor Certification Clauses

(Attached on the following page.)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---------------------------------------|-------------------|

By (Authorized Signature)

Printed Name and Title of Person Signing

| | |
|---------------|---------------------------|
| Date Executed | Executed in the County of |
|---------------|---------------------------|

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT D – State of California Terms and Conditions

1. AUDIT: CONSULTANT agrees that the awarding department for the Planning Grants Program (19-PGP-13894), the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to maintain such records for possible audit for a minimum of three (3) years after final grant payment to the CITY, unless a longer period of records retention is stipulated. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONSULTANT agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
2. ACCOUNTING RECORDS:
 - a. CONSULTANT shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP); enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
 - b. CONSULTANT shall maintain documentation of financial records of expenditures incurred during the course of the project in accordance with GAAP.
 - c. CONSULTANT agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Planning Grants Program (19-PGP-13894) Standard Agreement.
3. INDEMNIFICATION: CONSULTANT agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONSULTANT in the performance of this Agreement.
4. DISPUTES: CONSULTANT shall continue with the responsibilities under this Agreement during any dispute.
5. TERMINATION FOR CAUSE: The State may terminate the Planning Grants Program (19-PGP-13894) Standard Agreement with the CITY and be relieved of any payments should the CONSULTANT fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the CONSULTANT under this Agreement and the balance, if any, shall be paid to the CONSULTANT upon demand.

6. INDEPENDENT CONTRACTOR: CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
7. RECYCLING CERTIFICATION: CONSULTANT shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
8. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, CONSULTANT shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONSULTANT shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
9. TIMELINESS: Time is of the essence in this Agreement.
10. COMPENSATION: The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of CONSULTANT'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. ANTITRUST CLAIMS: The CONSULTANT by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONSULTANT shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the CONSULTANT offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

13. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

14. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- e. If CONSULTANT made a commitment to achieve small business participation, then CONSULTANT must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved.

(Govt. Code § 14841.)

15. If CONSULTANT made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then CONSULTANT must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)