



**REQUEST FOR QUALIFICATIONS
FOR**

**Parks, Trails, Open Space and Recreation
Master Plan**

SUBMIT TO:

Kathi Heimann, Division Manager
7000 Bollinger Canyon Road
San Ramon, CA 94583
www.sanramon.ca.gov

**DEADLINE FOR PROPOSAL SUBMITTAL:
January 3, 2018 at 5pm**

TABLE OF CONTENTS

1. Notice to Proposers.....	2
2. Introduction	3
3. Background and Project Overview	4
4. Scope of Work	4
4.1 General Description	4
4.2 Deliverables	5
4.3 Pricing.....	6
4.4 Qualifications	6
4.5 Experience.....	6
4.6 Staff Qualifications	7
5. Proposal Submission Requirements.....	7
5.1 General Instructions.....	7
5.2 Proposal Format	7
6. Proposal Evaluation	8
7. Submittal Selection Process.....	9
7.1 RFQ Schedule	9
8. General Requirements	9
8.1 Collusion	9
8.2 Gratuities	9
8.3 Required Review and Waiver of Objections by Vendor	10
8.4 Proposal Withdrawal	10
8.5 Proposal Errors	10
8.6 Incorrect Proposal Information	10
8.7 Right to Refuse Personnel	10
8.8 Licensure	10
8.9 Conflict of Interest and Proposal Restrictions	10
8.10 Contract Negotiations.....	11
8.11 Right of Rejection.....	11
8.12 Disclosure of Proposal Contents	11
8.13 Severability	11
8.14 RFQ and Proposal Incorporated into Final Contract.....	12
8.15 Proposal Amendment.....	12
8.16 Warranty	12
8.17 Rights of the City.....	12
Appendix A - Standard Service Agreement Terms and Conditions.....	13

1. Notice to Proposers

Notice is hereby given that the City of San Ramon will receive proposals at the Office of the City Clerk, 7000 Bollinger Canyon Road, San Ramon, CA 94583 for:

Parks, Trails, Open Space and Recreation Master Plan

The City of San Ramon, hereinafter ("CITY") is seeking proposals from qualified vendors to provide consulting services for the Parks, Trails, Open Space and Recreation Master Plan. It is the CITY's intent to enter into a contractual agreement with the CONTRACTOR.

Please email any pertinent questions regarding this proposal to: Kathi Heimann, Division Manager at Kheimann@sanramon.ca.gov Questions will not be taken by any other City staff via phone, email or otherwise during the RFQ process; this is in order to ensure a fair and equal opportunity for all proposers.

This RFQ and any questions and answers will be posted to the City's website at:

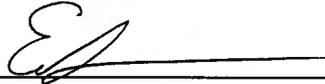
<http://www.sanramon.ca.gov/miscagenda/RFQ.htm>

Proposals will be received via email, regular mail or hand delivery to the City of San Ramon until 5:00pm, Wednesday , January 3, 2018 at the City of San Ramon, 7000 Bollinger Canyon Road, San Ramon, CA 94583.

All submissions will become the property of the City of San Ramon and upon selection of the successful Proposer and before award of the contract, all bids and supporting documents will become public records and subject to disclosure as required by the California Public Records Act.

Each Proposer shall send an email with their proposal in electronic form as an attachment, or may mail or hand deliver one (1) original copy and three (3) copies of their Bid Proposal in a sealed envelope properly marked to the RFQ Coordinator listed above (Kathi Heimann, Division Manager). Envelopes should be labeled: "Parks, Trails, Open Space and Recreation Master Plan."

The City of San Ramon reserves the right to reject any or all proposals and/or submittals received as the public good may require. Specifications are on file in the office of the Parks & Community Services Department.

Authorized Signature:  Date: 11/17/17

Eric Figueroa
Director
Parks & Community Service Department

2. Introduction

The City of San Ramon, hereinafter ("CITY") is seeking proposals from qualified vendors to provide consulting services for the development of the Parks, Trails, Open Space and Recreation Master Plan. Any qualified supplier who would like to submit a proposal for such services should follow the listed instructions and format outlined in this Request for Qualifications (RFQ.) The City shall competitively solicit bids through this RFQ process and award a contract to the most responsive and responsible bidder.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or has failed to perform in any previous contract with the City.

The City reserves the right to:

- Change and/or modify any and all RFQ project elements, requirements and schedules;
- Claim all responses received to the RFQ as City property;
- Refuse to award a contract or to pay any cost incurred in the preparation of the proposal;
- Evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process;
- Modify, suspend or terminate, at its sole discretion, any and all aspects of the RFQ process to obtain further information from any and all Contractors and to waive any defects as to form or content of the RFQ;
- Require a service provider to participate in negotiations and submit additional information or other revisions to the service provider's proposal;
- Make all RFQ responses (except financial and proprietary information) a matter of public record and be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service provider's firm, or any immediate family member or contractor or subcontractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of the contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning, and/or drafting of solicitations for bids and RFQs feasibility studies, master plans or preliminary discussion or negotiations.

3. Background and Project Overview

The Parks and Community Services Department in partnership with the Public Works Department provide a wide array of programs, parks and facilities to the residents of San Ramon. The City is home to fifty-eight parks, four community centers, two aquatic centers, two performing arts theatres, two gymnasiums and a 16-acre historic property. The Parks and Community Services Department has since its inception in 1985 embraced the concept of planning for the future of San Ramon. During the last thirty years, the department has generated three different ten-year Master Plans that have served as a road map for parks, facilities and programs and assisted staff with planning and budgeting for the future. Although the plans differed in focus and approach, one constant is in the area of Community Feedback. In each plan citizens, non-profits, business owners, stakeholders, elected and appointed officials joined with staff to discuss their vision of San Ramon in the future.

The primary goal for the current Master Plan will be to create a clear set of objectives that will provide direction to City staff, the Parks and Community Services Commission, the Planning Commission and the City Council for development, re-development, expansion and enhancement of the City's parks system, open spaces, trails, recreation facilities, and recreation programs and services for a short-term (5 year), and long-term (10 year) range.

4. Scope of Work

4.1 General Description

The scope of services for this proposal include the components listed below. However, respondents are not limited to the components presented. Proposers are encouraged to expand on the suggested components and approach, and/or include supplemental information relevant to the proposal and the vendor's qualifications.

1. Park, Trail & Open Space Analysis/Assessment Study – Analyze and assess the current City of San Ramon's parks, trails, open space, recreation facilities, undeveloped parkland, and the connectivity and walkability of the community. The analysis should include maps and overlays showing park and trail distances from residential areas and compare San Ramon to other communities of similar size and demographics regionally using nationally accepted standards.
 - Provide recommendations for development of new parks and trails and redevelopment of existing parks with new attributed identified through the community process.
 - Provide detailed recommendations based on needs assessment results regarding the Crow Canyon Gardens, San Cantanio Creek Park site, Henry Ranch Park site and The Creekside Park site.
2. Recreation Program & Services Assessment Study - Analyze and assess the current recreation programs and services provided by the City, and identify opportunities and deficiencies for future recreation programs and services.

- Collect and analyze information on participation, needs, desires, operations, programming and trends and make Level of Service recommendations.
 - Develop an action plan which includes strategies and priorities for short term (5 years) and long term 10 (years) .
3. Demographic Analysis Study– Review and interpret demographic trends and characteristics of San Ramon using available statistical information. Utilize the demographic information to project future needs for parks, trails, open space and recreational programs.
- Review and interpret demographic trends and characteristics of the City of San Ramon using regional and local sources. Trends data should be relevant and specific to the City of San Ramon based on demographic data and community input received.
4. Community Needs Assessment – Determine the community’s interests and needs for enhancements to the existing park, trail and open space areas, community facilities and recreation programs through stakeholder meetings, community meetings and surveys.
- Identify, describe and implement a comprehensive strategy and methodology for citizen involvement in this Master Plan development process that includes residents, user groups, associations, cultural groups and other stakeholders.
 - Provide written records and summaries of the results of all public process and communications strategies.
5. Capital Development Study - Identify and prioritize important capital projects to consider to be incorporated into a short term (5 year), mid-term (10 year) and the long term (25 year) capital improvement program time table and identify potential costs and funding sources.
- Establish Master Plan Goals and an Action Plan based on an articulated vision for City parks/ recreational facilities Prioritize recommendations for needs regarding the rehabilitation/enhancement of existing and new parks, trails, open space and recreation facilities.

4.2 Deliverables

- Facilitation of a minimum of four community outreach events

- Analysis of demographic data and information from Outreach events
- Summary of existing conditions, inventories and Level of Service analysis.
- Updated goals, objectives and action plans for parks, trails, facilities and programs with prioritized implementation timelines and funding recommendations.

- Charts, graphs, maps, overlays and other data as needed to support the plan.

- Participation at a minimum of 4 public hearings/meetings with the Parks and Community Services Commission, Planning Commission and City Council.

- A color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the City's software.

- A color version of the final Master Plan At-A-Glance document consisting of one (1) printed color copy and an electronic copy in a format compatible with the City's software.

4.3 Pricing

The City is seeking a clear and comprehensive understanding of all costs associated with the master plan process. In this section, the Vendor must breakout pricing for at a minimum the five areas identified in the Project Overview however, more pricing detail may be provided in order to clarify costs associated with the Masterplan process.

- Park Analysis Assessment Study
- Recreation Program Services Assessment Study
- Demographic Analysis Study
- Community Needs Assessment
- Capital Development Study

4.4 Qualifications

The City of San Ramon will utilize a qualifications-based selection process in determining a consultant that will assist with this project. Consultants will be evaluated on the experience, expertise and creativity in preparing plans as demonstrated to the selection team.

4.5 Experience

The selected firm must have at least 5 years of experience with specific experience in preparing master plans for Recreation Departments in cities with similar characteristics to San Ramon in size, demographics and/or project scope. Substantiation shall be provided regarding the nature of services provided to the client cities or agencies. A comprehensive list of references of cities served shall be provided. Cite examples of qualifying projects with dates, contact persons, and scope of work performed. The submittal shall clearly state the number and type of services performed.

4.6 Staff Qualifications

Staff assigned to complete the Scope of Services shall have relevant experience in providing the desired services as described under the Scope of Services. All personnel assigned to the work must possess appropriate certifications or registrations as required by State agencies, if any. Experience with master planning for multicultural settings, varied recreational facilities, cities that focus on a high level of service to residents, is highly desirable.

4.6.1 Contact Person

The selected firm will be required to identify the person who will be the Project Manager and primary contact person who is authorized to assign the firm's staff to specific projects or tasks. Other staff or sub-contractors may be identified as the specialist in the specific areas or for specific tasks.

4.6.2 Organization and Staffing

Proposing firms shall provide a description of the Project Manager, other key staff and sub-contractors, if any, and their relationship with City operations. Specifically show how the proposed organization and staffing will provide the City with the quantity and quality of service needed to meet the City's needs. Provide resumes for Project Manager and key staff to clearly demonstrate they possess the skill level and experience to accomplish the required tasks. Provide a chart, table or similar exhibit indicating the staff hierarchy and responsibilities as it would pertain to the scope of work in this document.

5. Proposal Submission Requirements

5.1 General Instructions

Proposals should be prepared simply and provide a straightforward, concise description of the Vendor's company, qualifications, and capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content.

5.2 Proposal Format

A signed transmittal letter accompanying the proposal must be from an officer or employee having the authority to bind the Contractor by signature.

Proposals should be presented and labeled in the following manner:

1. Transmittal Letter: To include legal name of Contractor firm and form of business (ie., corporation, LLC, etc), address, phone and email address.
2. Company Information, Background: A description of the Contractor organization, type of business, year established, etc.
3. Company Qualifications
 - a. Brief resumes for the Project Principal or Manager and any employees or sub-contractors who will be managing the services under this contract, identifying their qualifications and experience.
 - b. Statement of ability/sufficient staff resources to complete the project
4. Pricing

- a. As outlined in Scope of Work item 4.3

5. Experience on Similar Projects

- a. Include a list of examples of the respondent's experience specifically related to the Scope of Services. It is desirable that examples shall be listed chronologically and the start and completion dates noted for each. For each listing, please include the name(s) and telephone number(s) of the respondent's project manager and the client's project manager, and mailing and email addresses if available. When listing prime and subcontractors, provide examples in the same manner described herein.

6. Proposed Organization and Staffing

- a. This section shall identify the contact person with primary responsibility for this project, the personnel proposed to work on this project, and subconsultants. The persons listed will be considered committed to the project with no substitutions without prior agreement with the City. This portion should include a description of the qualifications of the assigned staff and subcontractors, relevant experience, and the availability of the staff for the services provided.
- b. Resumes are to be provided for the Project Manager and any other key staff members as necessary. In firms with multiple offices, the office location of all key staff shall be identified. Resumes may be provided in an Appendix as desired. After selection of a firm by the City, no substitution of key staff or sub-contractors may occur without the written approval of the City.

7. Additional Information (Optional)

- a. Please provide any supplemental documentation that demonstrates your firm's qualifications

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

6. Proposal Evaluation

The City will evaluate all responses to this RFQ that meet the submittal requirements. Consultants will be selected based on professional qualifications and demonstrated competence. Criteria for selection of the firm for this assignment are listed below, not necessarily in the order of importance:

- Quality, clarity, and responsiveness of proposal
- Prior experience performing similar work
- Range and success of experience in previous projects, especially projects of similar scope, including quality of work, success in meeting project deadlines, success in meeting project budget, and related criteria
- Qualifications of key staff persons who will carry out the project
- Any special knowledge material to the project and its execution
- Experience working with multiple stakeholders; ability to present concepts to groups with differing views and goals.
- References

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the Vendor shall put such clarifications in writing.

7. Submittal Selection Process

The City will review each proposal to determine if it meets the RFQ requirements. Failure to respond to the criteria of the RFQ may be cause for rejection. The selection team will evaluate the qualification proposals submitted and rank the proposals. Based upon the evaluation, the City expects to invite one or more firms to an interview to clarify their proposal, project understanding and qualifications. It is critical that the designated lead contact from the prime and from any key sub-consultants attend the interview. At the conclusion of such interview(s), or if a best-qualified firm is selected without the need for interviews, the City will undertake contract negotiations with the top-ranked firm. If negotiations with the top firm are unsuccessful, the City will initiate negotiations with the second-ranked firm, and with the next-ranked firm as needed. The selection process will be completed when a contract is agreed upon.

7.1 RFQ Schedule

The solicitation, submittal of proposal, evaluation, and selection are expected to follow the schedule below. The schedule may vary at City's discretion.

- Distribution November 17, 2017
- Deadline for Submittal Wednesday, January 3, 2018
- Submittal Evaluation January 4 - 9, 2018
- Interviews January 18-19, 2018
- City Council Approval February 13, 2018

8. General Requirements

8.1 Collusion

By submitting a response to the RFQ, each vendor represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the vendor has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the vendor has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

8.2 Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

8.3 Required Review and Waiver of Objections by Vendor

Vendors should carefully review this RFQ and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFQ objections must be made in writing and received by the City no later than the "Deadline for Written Questions and Comments" detailed in the Table 1, RFQ Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and Comments.

8.4 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

8.5 Proposal Errors

Vendors are liable for all errors or omissions contained in their proposals. Vendors will not be allowed to alter proposal documents after the deadline for submitting a proposal.

8.6 Incorrect Proposal Information

If the City determines that a vendor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

8.7 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve vendor's key staff.

8.8 Licensure

Before a contract pursuant to this RFQ is signed, the vendor must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of San Ramon Business License. The City may require any or all vendors to submit evidence of proper licensure.

8.9 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFQ, the vendor certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the vendor in connection with the procurement under this RFQ.

Notwithstanding this restriction, nothing in this RFQ will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFQ.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFQ or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFQ.

8.10 Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected vendor. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked vendor.

8.11 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFQ and all applicable State laws and regulations.

Vendors may not restrict the rights of the City or otherwise qualify their proposals. If a vendor does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the vendor from full compliance with the RFQ. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFQ.

8.12 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFQ procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the vendor acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each vendor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a vendor submits, is a trade secret. If a request is made for information marked "confidential", the City will provide the vendor who submitted such information with reasonable notice to allow the vendor to seek protection from disclosure by a court of competent jurisdiction.

8.13 Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and

vendors will be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

8.14 RFQ and Proposal Incorporated into Final Contract

This RFQ and the successful proposal will be incorporated into the final contract.

8.15 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

8.16 Warranty

The selected vendor will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFQ and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFQ will become part of the subsequent agreements.

8.17 Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of particular subcontractors
- Negotiate with any, all, or none of the vendors
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another vendor in the event the originally selected Vendor defaults or fails to execute an agreement with the City
- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the vendor.

Appendix A - Standard Service Agreement Terms and Conditions

It is recognized that the formal basis of any agreement between the City and the vendor is a contract rather than a proposal. In submitting proposals, Vendors must indicate that they are prepared to complete the City's Agreement for Professional Services as presented on the following pages. The RFQ, vendor's proposal, and interview/demonstration results will become part of the agreement between the City and the successful vendor.

The winning vendor will be expected to accept these terms and conditions unless they otherwise take exception in their proposal.

(see Attachment)

CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON
AND
(CONSULTANT)
FOR
(SERVICES TO BE PROVIDED)

This Agreement is made by and between the City of San Ramon, a municipal corporation, (“CITY”), and (Name of Consultant) (“CONSULTANT”).

WITNESSETH:

WHEREAS, CITY desires to hire (Name of Consultant); 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, the City Council has authorized the Mayor to enter into an agreement for (DESCRIBE SERVICE IN BRIEF) by adopting Resolution No. 20XX-XX on (DATE APPROVED BY CITY COUNCIL).

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

1. **Scope of Service.** The scope of service covered by this Agreement includes (DESCRIBE SERVICE IN MORE DETAIL), (AND, IF SCOPE OF WORK TOO DETAILED FOR FULL DESCRIPTION HERE, ADD FOLLOWING:) and as further described and contained in the scope of work as set out in Exhibit A, attached and incorporated herein by reference.
2. **Term of Agreement.** This Agreement shall commence as of the effective date and shall continue until all services provided for in this Agreement have been performed unless otherwise terminated under the terms of Section 17 of this Agreement.
3. **Schedule of Performance.** CITY and CONSULTANT agree that time is of the essence in the performance of this work. CONSULTANT’S performance shall be completed by (Month Date, 20XX).
4. **Compensation.** Compensation for the services shall be paid on a time-and-materials basis. The maximum compensation for the services including any and all costs or expenses is not-to-exceed (SPELL OUT DOLLAR AMOUNT HERE) (\$XX,XXX.XX).

The CITY shall have the right to review all books and records kept by the CONSULTANT in connection with the operation and services performed under

Consultant:
Agreement Amount: Not-to-Exceed \$
Project: Project Name
Project Manager: Staff Contact, Title

this Agreement. When requested by the CITY, the CONSULTANT shall make all such records available to the CITY within fourteen (14) days of the request.

5. **Invoicing, Payments, Notices.** CONSULTANT shall submit periodic invoices, not more frequently than bi-weekly, for the services rendered during the preceding period. Invoices shall describe the services performed.

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

City of San Ramon
Attn: DEPARTMENT HEAD
Address
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: Renée Beck, 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

6. **Professional Services – Additional Obligations on Scope of Work**

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 the CITY without prior written consent of the CITY.
- B. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism.

C. ADDITIONAL DETAIL ON SCOPE OF WORK PERTAINING TO SPECIFIC AGREEMENT

7. **Final Work Product**

Consultant:
Agreement Amount: Not-to-Exceed \$
Project: Project Name
Project Manager: Staff Contact, Title

Final work products produced by CONSULTANT in the form of computer files shall be delivered on a CD, in ESRI GIS shape file ver 8.3(or newer), or a Autodesk Autocad 2004 (or newer) file, Microsoft Word, Access or Excel format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. The deliverable of GIS data layers will represent all new and derivative mapped layers used to create all mapped information. It will be delivered in AutoCAD or ESRI GIS format. Data representing areas will be represented by closed polylines. All GIS data should be delivered in the State Plane Projection system, NAD 83, units of feet. In addition, all new mapped information (information pertaining to a geographic location) or information created from map base GIS data, including various analysis options, will be documented to indicate basic metadata about the information created. Metadata is data describing the purpose, accuracy methodology and date of creation of the mapped GIS data. The metadata should be delivered in Word and/or excel format. CONSULTANT will meet with the CITY'S GIS Specialist at the beginning of the project to ensure understanding of the required deliverables. CONSULTANT shall provide the CITY'S GIS Specialist with an acceptable draft of GIS data documentation for draft GIS data layers, by the conclusion of the first draft report. A final acceptable GIS documentation report will be delivered at the time of completion of the final report. All of CONSULTANT'S work product under the Agreement shall be the property of the CITY.

8. **Ownership of Work Product.** All work products of CONSULTANT provided hereunder shall become the property of CITY.
9. **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. Such information may contain private, proprietary or otherwise confidential details, 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.

10. **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.

Consultant:
Agreement Amount: Not-to-Exceed \$
Project: Project Name
Project Manager: Staff Contact, Title

11. Out of State Business. If the CONSULTANT is an out of state business and does not have a local office within the State of California, the CONSULTANT shall provide to the 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, the 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.

12. Insurance

NOTE: SOME OF THE INSURANCE REQUIREMENTS MAY BE DELETED UPON REVIEW OF THE SCOPE OF WORK FOR THIS TYPE OF AGREEMENT.

CONSULTANT shall procure and maintain for the duration of the contract, 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 CONSULTANT'S bid.

- 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) with a minimum coverage of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, or combined single limit in the amount of two million dollars (\$2,000,000) per occurrence, for bodily or personal injury to, illness of, or death of persons, and damage to property.
 - ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
 - iii. 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 the CITY, its officers, agents, employees and volunteers for losses arising from work performed by the CONSULTANT for the CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to

Consultant:
Agreement Amount: Not-to-Exceed \$
Project: Project Name
Project Manager: Staff Contact, Title

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.

- iv. Errors and Omission insurance, which covers the services to be performed under this Agreement, in the minimum amount of one million dollars (\$1,000,000). Except with respect to the requirement of providing the CITY with Proof of Insurance, the provisions of subparagraphs 7 and 8 below shall not apply to this errors and omission insurance. [THIS SECTION OPTIONAL – FOR USE ONLY WITH ARCHITECTS, ENGINEERS, ATTORNEYS AND SIMILAR PROFESSIONALS]

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

1. The 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 the 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.
2. For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
4. 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 policy period;
5. 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);

Consultant:
Agreement Amount: Not-to-Exceed \$
Project: Project Name
Project Manager: Staff Contact, Title

6. Expressly provide that the 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 the CITY;
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
8. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 5 (Notices) of this Agreement.
9. 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.
 - b. **Verification of Coverage**. CONSULTANT shall furnish the 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.
 - c. **Subcontractors**. CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - d. **Insurer's Qualifications**. All insurance required under this section and all renewals of this contract 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.

13. 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.

14. Conflict of Interest

Consultant:
Agreement Amount: Not-to-Exceed \$
Project: Project Name
Project Manager: Staff Contact, Title

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. 2016-080, 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.

15. 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.

16. 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 acts and/or omissions of CONSULTANT.

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

17. 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 without cause, CITY shall pay CONSULTANT for all services acceptable to CITY and actually rendered up to, and including, the date of termination. Such 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.

18. Amendments. Any modifications or amendment of any provision of the Agreement shall be in writing and must be executed by all parties.

19. Entire Agreement. This instrument, and any attachments hereto, constitute the entire Agreement between the CITY and CONSULTANT concerning the subject matter hereof.

*****SIGNATURES ON NEXT PAGE*****

