



Pittsburg
CALIFORNIA

REQUEST FOR PROPOSALS
For the Professional Design Services of

Project 3039
Pittsburg-Antioch Highway Widening

RESPONSES DUE:
2:00 p.m., Thursday, November 6, 2025

City of Pittsburg
Public Works Department, Engineering Division
65 Civic Avenue, Pittsburg, CA 94565

Proposals to be submitted electronically, email to:
Attn: Mariana Mena, P.E.
Email: mmena@pittsburgca.gov

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Attachments (to be submitted with proposal)

- Attachment A: Equal Opportunity/Affirmative Action Statement
- Attachment B: Public Contract Code Section 10162 Questionnaire
- Attachment C: Noncollusion Affidavit

Exhibits (For the Proposer to review)

- Exhibit A: Conceptual Design
- Exhibit B: City’s Standard Professional Services Agreement



SECTION I - NOTICE TO RESPONDENTS

INTRODUCTION

The City of Pittsburg (hereinafter referred to as "City"), as the Lead Agency, is seeking proposals from qualified engineering consultants possessing the skills, knowledge and experience for the preparation of a complete streetscape construction bid package including improvement plans, technical specifications, and a construction cost estimate for the proposed Pittsburg-Antioch Highway Widening Project (hereinafter referred to as "Project"). The City intends to enter into a Consulting Services Agreement (CSA) for Professional Services with the selected firm. The CSA, as negotiated, will require consideration for approval by the City Council.

The consultant design team shall perform all professional and technical engineering, landscape architectural, irrigation, geotechnical, traffic and electrical services necessary to prepare a complete PS&E package with required reports suitable for the advertising, bidding, and construction process. The PS&E package shall meet all State and City requirements. The general scope of services outlined below is provided only as a guide in this RFP. Consultants should provide a detailed scope of services in their submitted work proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services consistent with the general scope of services.

PROPOSAL REQUIREMENTS

Proposals must be submitted electronically in PDF format, email to MMena@pittsburgca.gov and KLabao@pittsburgca.gov by the submittal deadline.

Proposals must include, at a minimum, the following information:

- Introduction: A general introduction and description of the proposal and demonstration of the Consultant's understanding of the project shall be provided. The cover letter shall be addressed to: Mariana Mena, P.E., Senior Civil Engineer, City of Pittsburg, Public Works Department.
- Firm Information: Company name, address, contact information, and a brief description of the firm's qualifications and experience in preparing a complete streetscape and public infrastructure design services for similar projects.
- Project Team: Names and resumes of key personnel who will be assigned to this project, including their relevant experience and certifications. Clearly define the roles and responsibilities of each team member.
- Understanding of the Project: Demonstrate a clear understanding of the project's objectives, scope, potential constraints, and necessary requirements for a cohesive design to be within budget.



- **Cost Proposal:** Under a separate PDF file, a detailed breakdown of the proposed fees for each task and subtask, including hourly rates and estimated hours to be submitted. The hourly rate schedule shall consist of a fully burdened hourly rate including all fringes, benefits, overhead and profits. A suggested format for the cost proposal is provided below:

Task	Staff Classification			Task Hours	Task Total (\$)
	Staff 1...	Staff 2...	Staff 3...		
Task ID#					
Subtask A					
Subtask B					
Subtask C					
Staff Hours					
Labor Rate (\$)					
Subtotal Labor					
Sub-consultants					
Reimbursable Expenses					
				Total	

- **Sub-consultants:** List of all subconsultants proposed for this project. Include their qualifications, previous experience, and specific responsibilities. The markup on subconsultants shall not exceed **5%**.
- **References:** Provide at least three (3) references from clients for whom similar work has been performed. Consultants are allowed to use prior City of Pittsburg’s project (if any) and other department’s designated staff as references.

TIMELINE FOR SELECTION PROCESS

October 16, 2025	Request for Proposals released to prospective consultants and posted for general solicitation
October 30, 2025	Written questions due. Answers may be provided at the sole discretion of the city and will be distributed electronically to all proposers. Firms must email to at MMena@pittsburgca.gov and klabao@pittsburgca.gov and request to be added to the RFP recipient list to receive any issued addenda to this RFP.
November 6, 2025	Submittal Deadline – Proposals shall be submitted electronically by 2:00 p.m. <i>Incomplete responses, late responses, and/or responses not in compliance with the RFP format and requirements will not be considered.</i>



November 13, 2025	Finalists identified and shortlisted – Selection committee reviews submissions for compliance with the RFP requirements for submittal, evaluates the consultant’s qualifications, and reviews qualified submissions to identify finalists. Notifications will be sent to all responders. (Shortlisted consultants may be asked for an interview)
November 19, 2025	Selection committee notifies top consultant for award of Agreement.

SECTION II – PROJECT INFORMATION

PROJECT DESCRIPTION

This project will consist of widening the Pittsburg-Antioch Highway from Loveridge Road to eastern City limits at Arcy Lane from 2-lanes to 4-lanes. The project will accommodate Class II bicycle lanes where appropriate, sidewalks, and a raised landscaped median with a center storage lane for left turns in front of businesses (2WLTL). The geographic limit of the project is confined within the City’s jurisdictional boundary and does not extend to the Auto Center Drive in Antioch, see exhibit A.

The total project budget, including design and construction, is anticipated to be around \$38 million. The project is funded by East Contra Cost Regional Fee and Financing Authority (ECCRFFA). No federal funds are being used for this project. The project is subject to the California Environmental Quality Act (CEQA) analysis which will be done concurrently by a separate environmental consultant. Proposers can assume that the City will provide all required documentation, studies, and environmental permits.

TASKS

The purpose of this RFP is to obtain the services of a well-qualified Consultant familiar with the work required under this RFP and capable of providing design services. The City is seeking a Consultant to perform design services in connection with the design and construction phases of this complete streetscape project. Services will include design development, preparation of construction plans, technical specifications, cost estimate, and record drawings.

The improvements to be constructed include:

1. Roughly 5,070 lineal feet of road widening with median and bike lanes
2. Water Quality features
3. Storm Drain and Utility Design
4. Landscaping
5. Irrigation
6. Signage and Traffic Striping
7. Curb ramps at intersection
8. Traffic Signal
9. Street Lighting



Signs, trees, and utilities may need to be relocated or removed. The parcel is completely within City ROW and contains overhead and underground utilities including electric, gas, sewer, storm, and water.

The City will acquire right of way easements.

SECTION III - SCOPE OF SERVICES

The selected Consultant shall work closely with the City's Project Manager when preparing the preliminary layout plan and design of the items. It is extremely important that the Consultant work closely with City staff to successfully complete the project on schedule and on budget and protect the interest of the City.

The scope of services will include, but not be limited to, the following:

PRELIMINARY INVESTIGATION

- Attend a project kick-off meeting with City staff.
- Obtain and review available reports, maps, data, and previous studies.
- Consultant shall conduct a field reconnaissance to assess existing conditions in vicinity of project site, focusing on factors that could potentially affect the project.
- Research of all existing underground and overhead utilities within the project areas.
- Survey of utilities and other existing improvements as needed.
- Pothole various locations to confirm information discovered through investigation above
- Provide the City with a copy of all collected survey and utility information, as well as any related correspondence.

CONCEPTUAL, PRELIMINARY AND FINAL DESIGN

Consultant shall be responsible for providing all engineering support and preliminary services required for the design of this project. These tasks are expected to include, at a minimum: supplemental topographic surveying for base mapping and hydraulics analysis if needed; geotechnical soils testing; hydraulics analysis; and floodplain analysis.

- All design work shall be coordinated with the City.
- Confer and coordinate with utility companies to identify design controls and considerations necessary for plan preparation and approvals.
- Map existing utilities on project base plans based on as-built obtained from utility companies.



- Prepare plats and legal descriptions for right of way expansion.
- Conduct team meetings with the City to review project schedules, concepts, plans, and specifications. Prepare meeting minutes.
- Obtain all necessary encroachment permits, easements, and utility approvals.
- After submitting 35% draft plans, pause work until environmental and right-of-way approval is received before starting final design.
- Prepare draft plans, specifications, and detailed cost estimates with a minimum of four progress submittals at 35%, 65%, 95%, and 100% (plans and estimate only for 35% and 65% submittals)
- Prepare final reproducible plans and technical specifications with a final cost estimate and submit to City in electronic format.
- Project meeting coordination and minutes preparation
- Coordination with outside agencies, property owners, and utilities
- Development of a detailed project schedule with monthly updates
- Construction cost estimate shall include total cost, as well as subtotals for each category of work.
- All utility services and point of connections must be identified and requests for service submitted to the providers.

SUMMARY OF EXPECTED DELIVERABLES

- Improvement Plans (35%, 65%,95%, Final BID set)
- Technical Specifications at 95% and Final BID set only.
- Construction cost estimate at 65%, 95%, and Final BID set only.
- Hydraulics Report (preliminary and final)
- Stormwater Control Plan and Narrative Report (preliminary and final)
- Geotechnical Report
- Topographic and boundary surveying
- Utility relocation maps
- Water use calculations to substantiate compliance with the City's water efficient landscape ordinance.



In addition to the general scope of services above, the consultant shall conduct the following specific tasks related to the project:

- Provide the City with a copy of all documents developed during contracted period, including collected survey and utility information, as well as any related correspondence. Drawings are to be developed on AutoCAD, and documents shall be prepared with standard Word (.doc), Excel (.xlsx), PowerPoint (.ppt), and Pdf (.pdf) formats.

TENTATIVE SCHEDULE

The below dates are goals and subject to adjustment. However, the City intends to stay close to this timeline:

RFP Release Date	10/16/2025
Proposal to City of Pittsburg	11/06/2025 at 2:00 p.m.
Consultant Selection	11/19/2025
City Council - Award Contract	12/01/2025
Notice to Proceed	01/05/2026
Final 100% Design PS&E Packet	12/30/2027

SECTION IV – SELECTION CRITERIA

CONSULTANT QUALIFICATIONS AND SELECTION CRITERIA

The Selection Panel will be composed of City Staff. The Selection Panel will review all proposals and conduct an evaluation screening to determine the top three firms (short list). All firms submitting will be notified of the short list via email. Shortlisted firms may be asked to be present for an interview by City Staff.

Proposals will be evaluated and scored based on the following criteria:

Criteria	Max Points	Rating
Financial Responsibility	25	
Understanding of the work to be done	20	
Experience with similar kinds of work	20	
Quality of staff for work to be done	20	
Technical Ability - Capability of developing innovative or advanced techniques	10	
Compliance with RFP (consultant's ability to agree to all the Terms and conditions of the attached CSA without modifications)	5	
Total	100	



EVALUATION CRITERIA

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a less weighted total. The final maximum score for any submittal is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specification.

CITY RIGHTS

The City reserves the right to waive any informality in any proposal.

This RFP does not commit the City to award any contract, nor to pay any amount incurred in the preparation of the proposal. The City reserves the right to accept or reject all proposals received in response to this request, to negotiate with any qualified Consultant, or to cancel this RFP in part, or in its entirety. The City may require the selected Consultant to participate in negotiations and to submit such technical, price, or other revisions of the proposal as may result from negotiations. The City reserves the right to extend the time allotted for the proposal, and to request a best and final offer, should it be in City's best interest to do so.



The proposal may be awarded in its entirety as proposed; however, the City reserves the right to award elements of the work, independently, and to do portions “in-house.” Additionally, the City reserves the right to award subsequent work on this project based on information presented in this proposal, without recourse to a separate or subsequent RFP process, should it be in its best interest to do so.

No bonds are required for this project

If awarded this Contract, the Consultant and each subconsultant employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

The City reserves the right to reject any or all proposals and to waive any informality in any proposal. The City may reject the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a Consultant who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Pittsburg.

For all projects, the Consultant must list any subconsultants that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.

The City may terminate any purchase, service, or contract with or without cause either verbally or in writing at any time without penalty.

All reports and pertinent data or materials shall be the sole property of the City of Pittsburg and may not be used or reproduced in any form without the explicit written permission of the City. The Consultant should expect to have access to only the public records and files of local government agencies in preparing the proposal or reports. No City staff assistance (in the form of primary work effort) should be anticipated by the Consultant. Good business practices, such as the use of formal letters of request and the making of appointments should be followed. The selected Consultant will be required to enter into and execute the City’s Standard “Professional Services Agreement”(See Exhibit B).

The City reserves the right to: reject any and all proposals, request clarification or additional information from any firm submitting a proposal, award the contract to the firm that the City deems to be most qualified and provides the best value to the City, and negotiate with the selected firm regarding the scope of services and fees.

OTHER REQUIREMENTS

This RFP does not constitute a contract or an agreement to enter into a contract. The City is not liable for any costs incurred by firms in the preparation and submission of proposals. All proposals submitted in response to this RFP will become the property of the City upon

submission and a matter of public record pursuant to applicable law.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by the law. The selected Consultant is required to execute the City's CSA. A sample copy of the CSA is attached for reference (See Exhibit B). Special requirements of the agreement include insurance coverage amounts and indemnification.

The Consultant shall state any exceptions to or deviations from the requirements of this RFP.

Litigation: Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

ATTACHMENT A

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The offeror hereafter described will not discriminate against any employee or applicant for employment because of race/color, national origin, sex, sexual preference, religion, age, or handicapped status in employment or the provisions of services.

Signature

Typed Name and Title

ATTACHMENT B

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violation of a law of safety regulation?

YES ___ NO ___

If YES, explain the circumstances in the following space:

(Attach additional sheet, if necessary.)

GOVERNMENT CODE SECTION 10232 STATEMENT

In accordance with Government Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

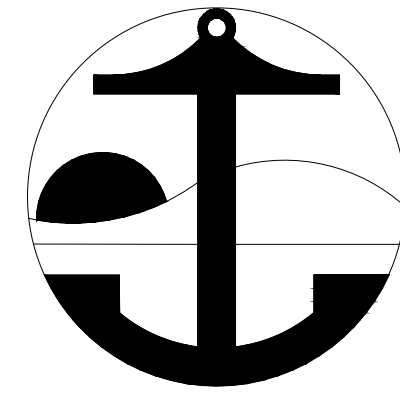
_____ [date], at _____ [city], _____ [state].

Note: The above Noncollusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Exhibit A

Conceptual Design Plans

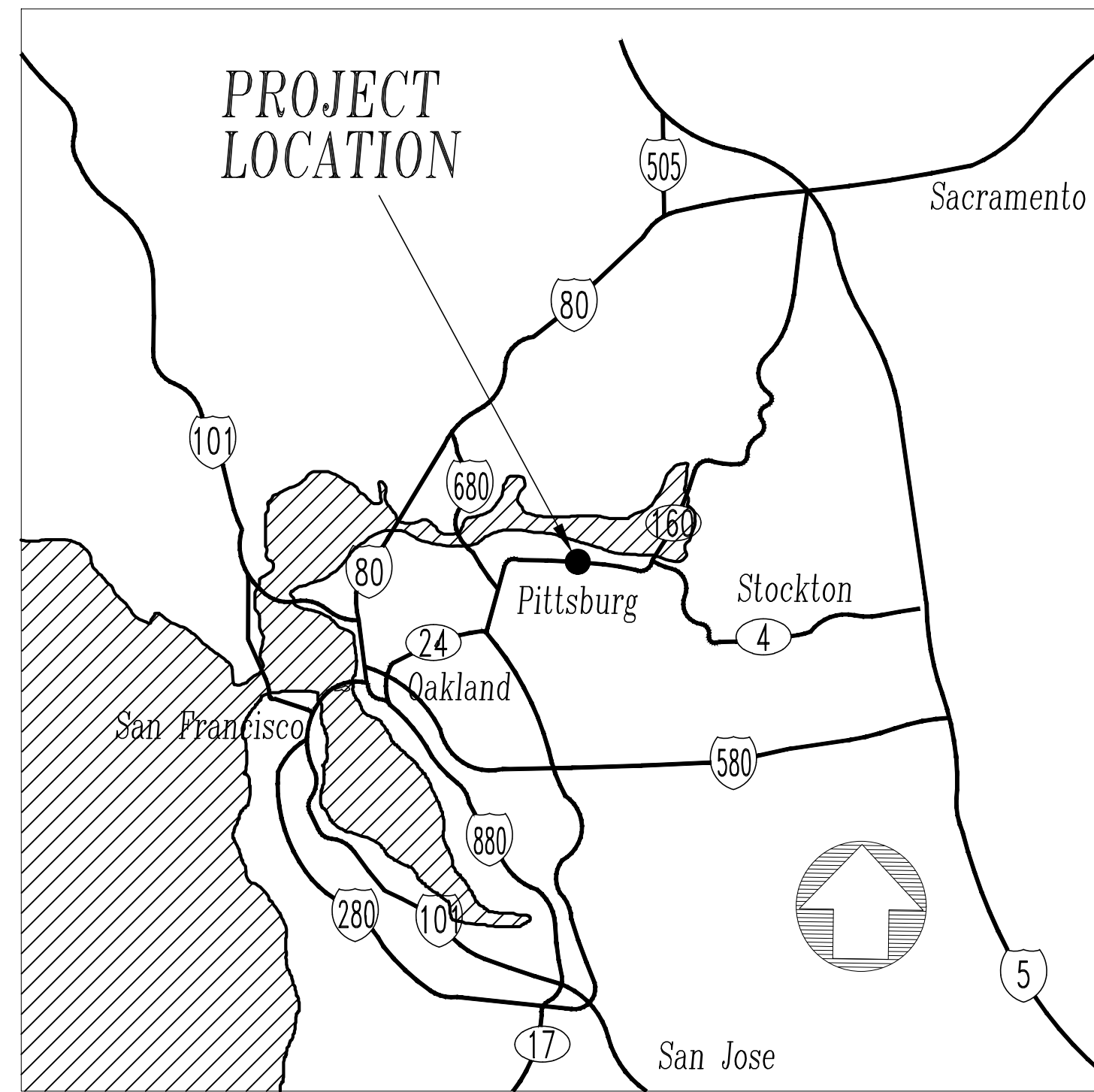


CITY OF PITTSBURG

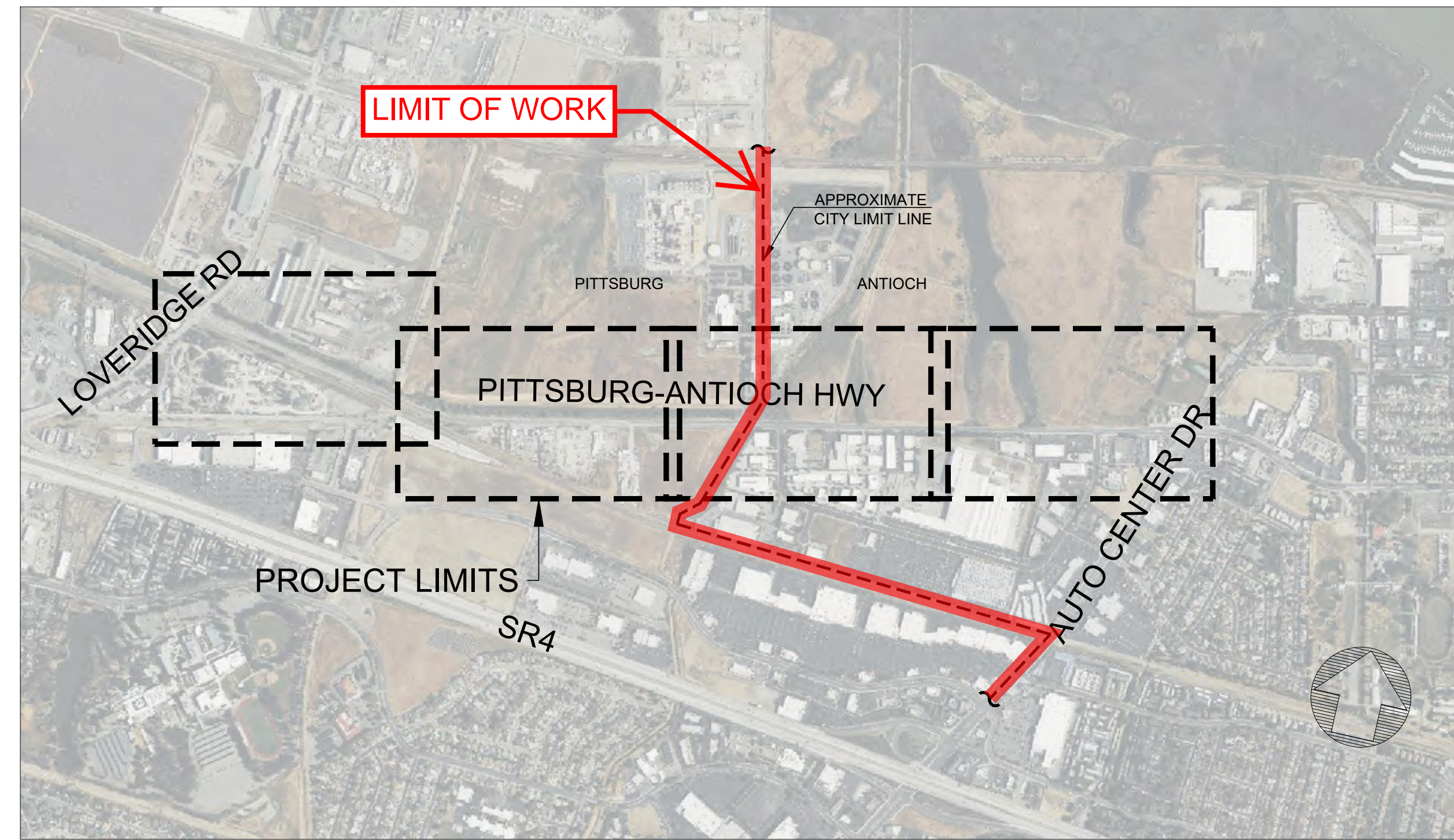
ENGINEERING DIVISION

PROJECT NO. 3039

PITTSBURG-ANTIOCH HWY WIDENING



VICINITY MAP
N.T.S.

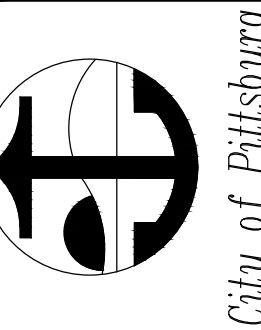


LOCATION MAP
N.T.S.

SHEET INDEX

- G1 TITLE SHEET
- G2 ROAD CROSS SECTIONS
- C1 SCHEMATIC DESIGN IMPROVEMENT PLAN
- C2 SCHEMATIC DESIGN IMPROVEMENT PLAN
- ~~C3 SCHEMATIC DESIGN IMPROVEMENT PLAN~~
- ~~C4 SCHEMATIC DESIGN IMPROVEMENT PLAN~~

CONCEPTUAL DESIGN -
FOR REFERENCE ONLY



PROJECT NO. 3039
PITTSBURG/ANTIOCH HIGHWAY EXPANSION

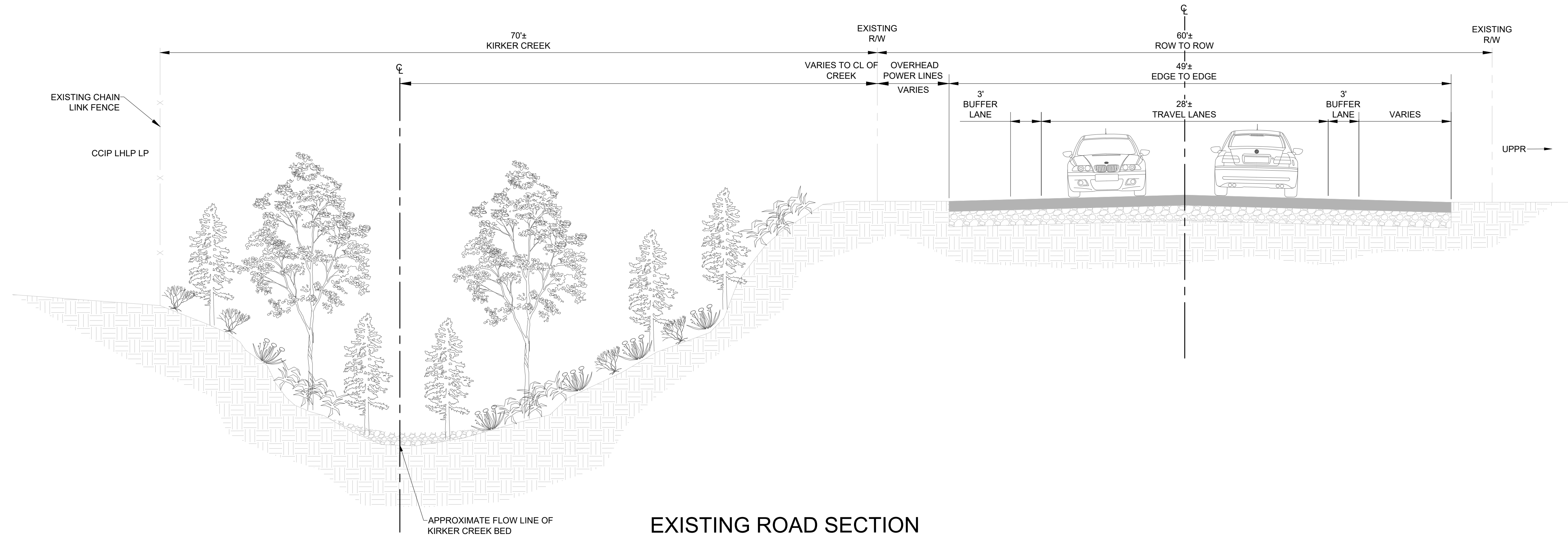
TITLE SHEET

BY: DRAWN: AR
CHECKED: DJ
REVIEWED: JS
DATE: 11/07/2023

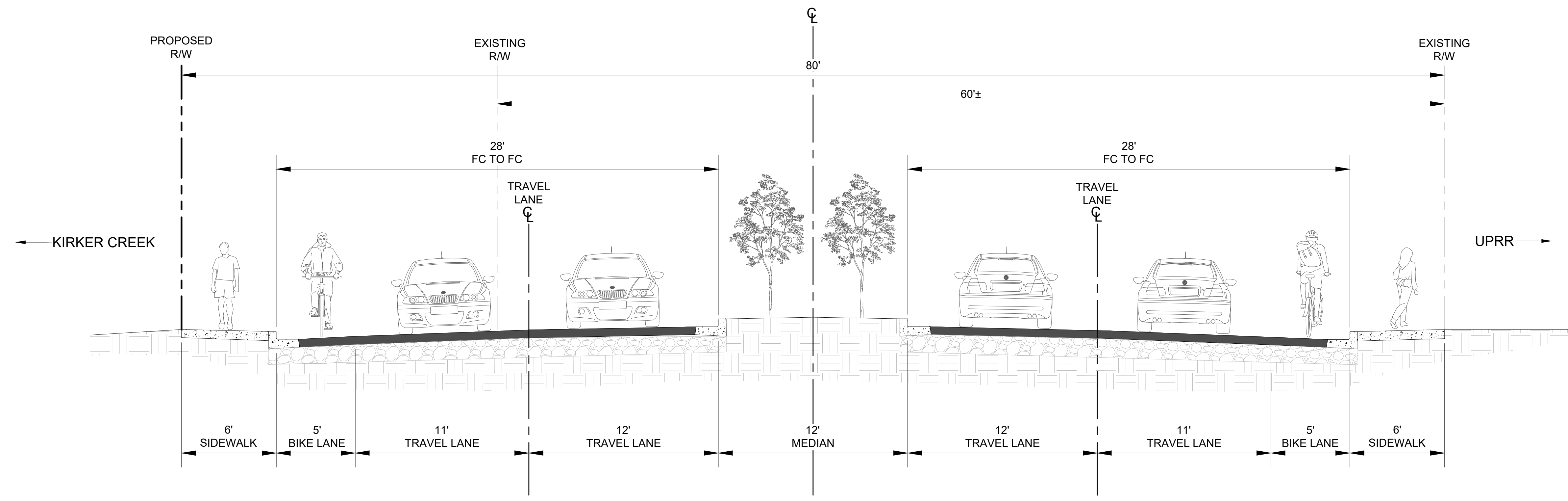
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SHEET:
1 OF 6

SHEET NO.
G-1

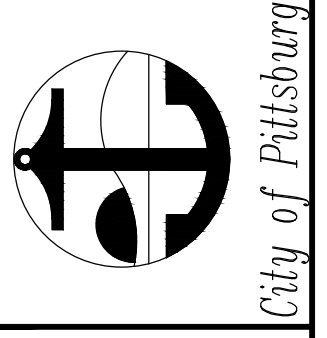


EXISTING ROAD SECTION
LOOKING EAST
NTS



PROPOSED TYPICAL ROAD SECTION
LOOKING EAST
NTS

CONCEPTUAL DESIGN -
FOR REFERENCE ONLY



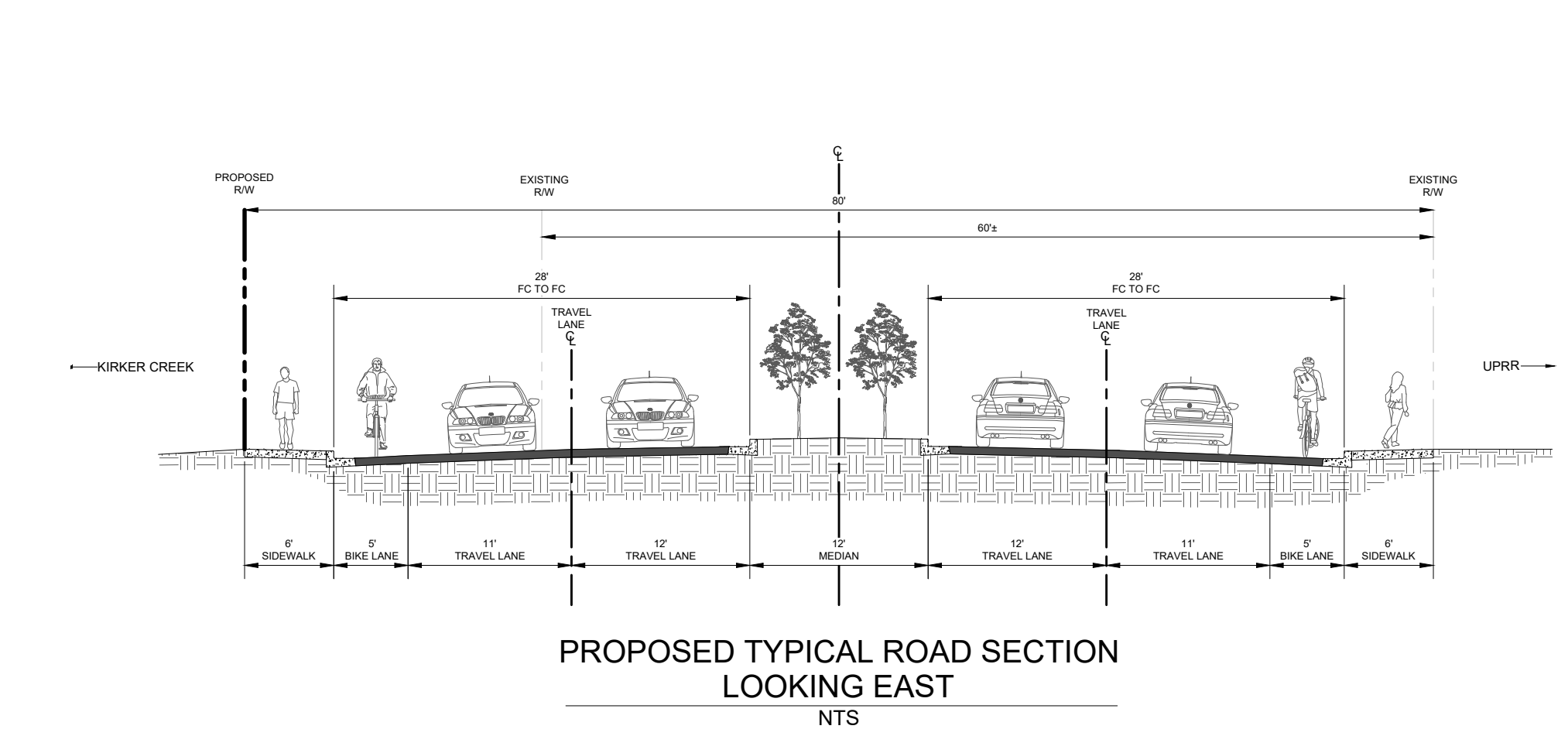
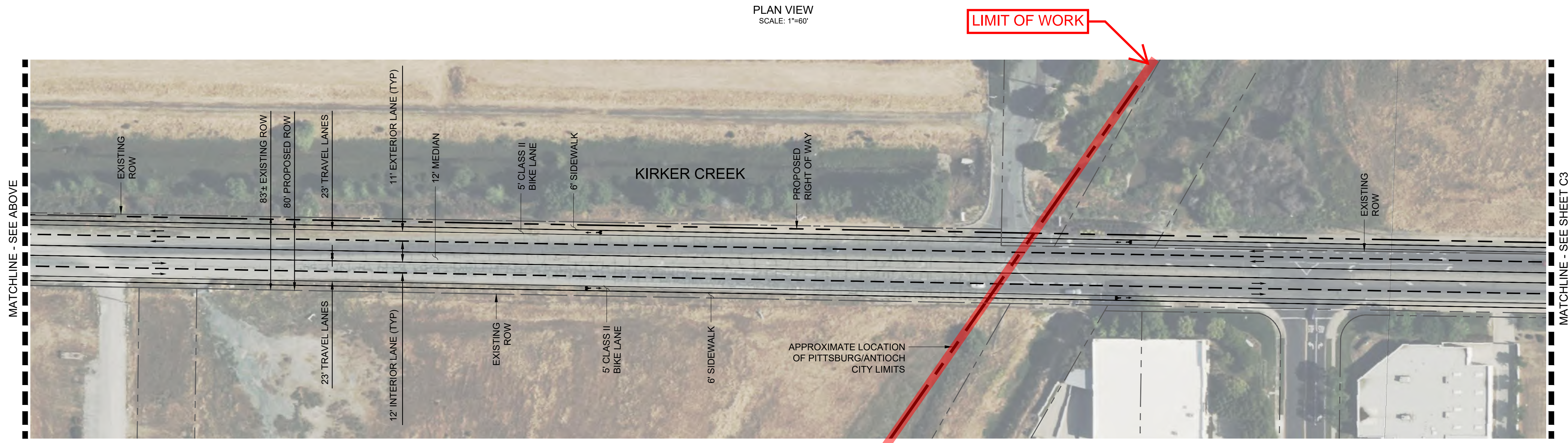
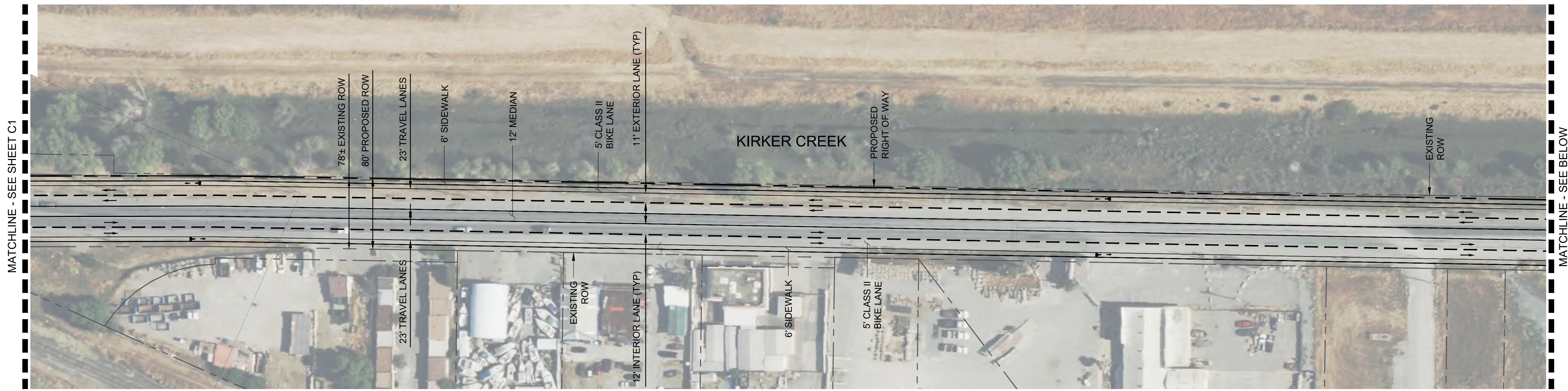
PROJECT NO. 3039
PITTSBURGH/ANTIOCH HIGHWAY EXPANSION
TYPICAL ROAD SECTIONS

BY	DRAWN: AR
CHECKED: DJ	
REVIEWED: JS	
DATE: 11/07/2023	

DATE	REV	DESCRIPTION

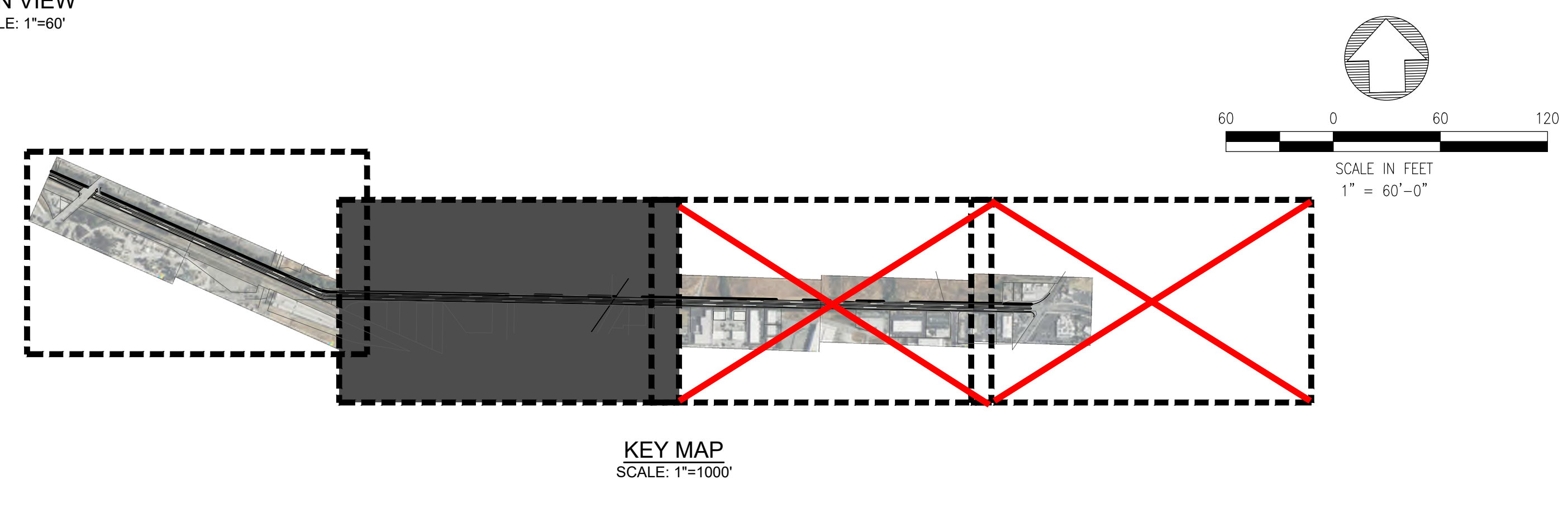
SHEET:
2 OF 6

SHEET NO.
G-2



PLAN VIEW
SCALE: 1"=60'

PLAN VIEW
SCALE: 1"=60'



DATE	REV	DESCRIPTION	BY	DRAWN: AR
				CHECKED: DJ
				REVIEWED: JS
				DATE: 11/07/2023

SHEET:
4 OF 6
SHEET NO.
C-2

Exhibit B

City's Standard Professional Services Agreement

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
NAME OF CONSULTANT**

THIS Agreement (“Agreement”) for consulting services is made by and between the City of Pittsburg, a municipal corporation (“City”) and _____, a California [corporation] [limited liability company] (“Consultant”) (together referred to as the “Parties”) as of _____, 20__ (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____ or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____ (\$ _____), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

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

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition)

covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects 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 the Consultant’s insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

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

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

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

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

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 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 the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.

5.1 General Indemnification. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to

Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
 - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
 - 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or

delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested, Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant:

ATTN:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."
- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.
- Exhibit A Scope of Services
Exhibit B Compensation Schedule
- 10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.13 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager

Name, Title

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Insert Scope of Work, including all relevant information, e.g., required finished product(s), location, time for performance, and attach photos, drawings, specifications, or other documents as applicable.

EXHIBIT B
COMPENSATION SCHEDULE

Insert detailed Compensation Schedule for services.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

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