



**REQUEST FOR PROPOSAL (RFP)
ASSESSMENT ENGINEERING AND CONSULTING SERVICES FOR
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS**

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

RELEASE DATE: Friday, October 31, 2025

RESPONSES DUE: 2:00 P.M. Monday, November 24, 2025

POINT OF CONTACT: Sharon Paz, Administrative Analyst II
spaz@pittsburgca.gov
925-252-4255

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SECTION 1

OVERVIEW

1.1 Introduction

City of Pittsburg (“City”) requests a proposal (“RFP”) from qualified firms to provide professional assessment engineering and consulting services for two established Landscaping and Lighting Assessment Districts (“LLAD”). The selected consultant will develop a special and general benefit analysis and assessment apportionment, prepare Engineer’s Reports, manage the Proposition 218 ballot process, and support community and City Council engagement.

The City will evaluate the RFPs received in response to this request and conduct interviews if needed to determine the most qualified Consultant.

1.2 Background

City of Pittsburg has two active LLADs, Citywide LLAD 1988-01 and Oak Hills LLAD 1988-02, both formed in 1988 in conformance with the 1972 Landscaping and Lighting Act (California Streets and Highways Code Section 22500 et seq.). The LLADs were affirmed by voters in 1996 in conformance with the Proposition 218 Omnibus Implementation Act (Government Code 53750 et seq.) collectively known as “Proposition 218.”

Assessment rates in Oak Hills LLAD 1988-02 increased in Fiscal Year (FY) 1990/91 and have remained unchanged for 35 years.

All assessment rate categories in Citywide LLAD 1988-01 increased in Fiscal Year (FY) 1990/91. In FY 2007/08, only residential assessment were raised, while the rates for all other parcels remained the same.

Neither district has a CPI escalating factor in the current rate methodology.

The districts have experienced structural budget deficits due to inadequate assessment revenue and the general inflation of service costs over time.

SECTION 2

SUMMARY OF SERVICES

2.1 Overview

The Consultant shall provide professional assessment engineering and consulting services necessary to evaluate the existing assessment methodology, recommend courses of action for an assessment increase, prepare Engineer's Reports, and implement and manage a property owner ballot process.

This section provides a general description and outline of services the Consultant will provide. This information is intended for reference only and is not inclusive of the entire work required to complete this project.

Firms shall include a detailed recommended scope of work and cost proposal in their submittal (see Section 5.9). The City intends to collaborate with the selected Consultant to establish a final scope of work during the contract authorization phase of this RFP (see Section 7.3).

2.2 Preparation and Adoption of Engineer's Reports

The Consultant shall do all things necessary to prepare Engineer's Reports in compliance with the 1972 Landscaping and Lighting Act, Proposition 218, and any other applicable laws and regulations related to:

- a. **Description of Improvements and Boundaries.** Collaborate with City staff to determine and modify the plans, specifications, and description of district improvements and boundaries.
- b. **Budget Development.** Collaborate with City staff to develop an annual district budget, including contingency, operational, and capital reserves.
- c. **Special and General Benefit Analysis.** Examine all benefiting and non-benefiting parcels, district boundaries, and improvements, and conduct an analysis of the special and general benefits conferred upon each parcel and the public at large.
- d. **Method of Apportionment.** Develop a method to apportion special benefits among all benefiting parcels based on the proportionate special benefit derived by each parcel.

- e. **Maximum Assessment Rates.** Calculate and determine the maximum assessment rates and amount to be assessed upon each benefiting parcel and develop an appropriate CPI escalator that would keep the annual assessment in pace with inflation.
- f. **Assessment Listing and Database.** Create a final assessment listing and database containing parcel and owner information, assessment calculations, maximum assessment rates and levies, and other relevant information.
- g. **Diagrams.** Prepare boundary maps and assessment diagrams as required by state law or as requested by City.
- h. **Draft Reports.** Periodically submit status updates and draft reports to City for review, discussion, and comment.
- i. **Professional Engineer Approval.** Sign and approve the final Engineer's Report and provide City with one original and one electronic copy of the report.

2.4 Improvement Matrix and GIS Mapping

Document the location, specifications, and associated service costs of all improvements in a detailed matrix and create GIS data to visually represent improvements and related data.

2.5 Community and Council Engagement

- a. **Engagement Plan and Strategy.** Collaborate with City staff to establish a strategic plan to educate and engage community stakeholders on the proposed districts.
- b. **Meetings.** Attend at least 2 City Council meetings, at least 1 of the City's subcommittee meetings, and at least 1 community meeting in person, present information, and respond to City Council, City staff, and public inquiries.
- c. **Publications.** Provide expert recommendations and assist City staff with creating relevant graphics and written content for various publications such as flyers, social media posts, ad hoc reports, presentations, surveys, frequently asked questions sheets, and content for the City website.
- d. **Public Communication.** Periodically respond directly to property owner inquiries at the request and direction of City staff.

2.5 Property Owner Ballot Process

The Consultant shall do all things necessary to plan, coordinate, implement, and manage all aspects of a property owner ballot process for the LLADs in accordance with Proposition 218 and all applicable laws and regulations.

- a. **Notices.** Create and mail all required public notices to the record owner of district parcels, and coordinate with City staff on the publication and distribution of other related notices.
- b. **Ballot Distribution and Tracking.** Create and mail ballots, ballot instructions, and other relevant statements or disclosures. Track issued ballots and manage the reissuance of lost, spoiled, or withdrawn ballots.
- c. **Ballot Tabulation, Database, and Results.** Coordinate, conduct, and manage the tabulation of ballots, create an electronic database for ballot results for City use, and provide the City with an official signed statement of ballot tabulation results.

2.6 Staff Meetings and Other Professional Consultation and Services

Attend regularly scheduled City staff meetings virtually or in person, provide professional recommendations and consultation services, perform related miscellaneous engineering services, and develop ad hoc technical reports or memos related to the project at the request of the City or as necessary to complete the project.

2.7 Tentative Project Schedule

The City's goal is to implement new assessment rates for FY 2026/27 by July 1, 2026. Provide a schedule, with milestones, that show how the team will meet this goal.

SECTION 3

CONSULTANT QUALIFICATIONS AND RESPONDING REQUIREMENTS

3.1 Knowledge and Experience

- a. **Laws and Regulations.** The Project Manager assigned to this project shall have a comprehensive understanding and at least seven years of practical experience in the application of the 1972 Landscaping and Lighting Act, Article XIII D of the California Constitution, the Proposition 218 Omnibus Implementation Act, and all other relevant laws and regulations applicable to LLADs.
- b. **Meetings.** Personnel assigned to present information, facilitate discussion, and respond to inquiries at public City Council, subcommittee, or other community meetings shall have at least five years of relevant experience.

3.2 Familiarity with Public Processes

The Consultant shall be familiar with public processes, including financial analysis, budget preparation and approval, conceptual planning, project management, public meetings and hearings, community engagement, and communicating with elected officials.

3.3 Qualified Staffing

The Consultant shall employ or subcontract qualified personnel with the required education, credentials, licenses, and experience in the appropriate disciplines to perform all work necessary to complete the project.

3.4 Availability for Meetings

The Consultant shall have the availability and capability to physically attend various in-person and virtual meetings, as described in Section 2, on predetermined and mutually agreed upon dates.

3.5 Administrative and Fiscal Capability

The Consultant shall have the administrative, technical, and fiscal capability to provide and manage all the work necessary to complete the project and meet all scheduled deadlines.

3.6 Good Standing

The Consultant, their principals, and subcontractors assigned to this project shall not presently be, proposed to be, and at any time during the project period be debarred, suspended, or declared ineligible by any State of California or federal agency.

3.7 Compliance with Contract Terms

The Consultant shall have the ability to comply with all contract terms and provisions outlined in Exhibit A – Example Consulting Services Agreement.

SECTION 4

RFP SCHEDULE AND DEADLINES

4.1 Overview

The schedule and deadlines shown in Section 4.2 are subject to change based on the needs of the City.

4.2 Schedule and Deadlines

Friday, October 31, 2025	RFP published
Friday, November 14, 2025 by 5:00 PM	Deadline to submit questions and requests for additional information
Tuesday, November 18, 2025	Publish responses to request for additional information
Monday, November 24, 2025 by 2:00 PM	Deadline to submit Proposals
Tuesday, December 9, 2025	Consultant candidate interviews
Friday, December 12, 2025	Notification of intent to award
Monday, January 5, 2026	City Council authorizes contract execution, if needed
Monday, January 15, 2026	Scope of work commences

SECTION 5

REQUIRED CONTENT FOR PROPOSALS

5.1 Overview

The nature and form of responses is at the responder's discretion. It must not exceed a total of twenty (20) single-sided or ten (10) double-sided 8.5" x 11" pages plus a cover letter for the initial submission. An hourly rate schedule, key staff resumes, and examples of Engineer's Reports are not counted toward the allotted number of pages.

At a minimum, the proposal should contain the following information:

5.2 General Consultant Information

- a. Date of proposal.
- b. Legal name, address, and telephone number of the principal office (national headquarters) and local office. If services will be provided from additional locations, provide this information for these sites also.
- c. Copy of signed addenda to acknowledge receiving the addenda if any are issued. Addenda will be emailed to firms on RFP recipient list.
- d. Year the firm was established.
- e. Type of organization (partnership, corporation, etc.).
- f. Name, title, address, telephone number, and email address of the person to whom correspondence should be directed.

5.3 Company and Key Personnel Qualifications and Experience

- a. Names of principals, their professional qualifications and registration numbers.
- b. Information on staff who will be responsible for the project, their professional qualifications, and resumes of experience.
- c. Details of experience working on comparable projects including:
 - Name and type of agency or business
 - Title or role of the individual while working on the project
 - Summary of the budget and scope of work completed
 - Start and completion dates of work
 - Name, title, telephone number, and email address of a contact person at the agency or business for which the work was completed for a reference check.

5.4 Experience in Assessment District Services and Formation

- a. **General Experience.** Provide a summary of the Consultant's experience providing services to public agencies for assessment districts. Include the name of the agency, scope of services provided, and duration of service. Identify whether the services included the formation of a new assessment district or the increase of assessment rates in an existing assessment district.
- b. **Specific Examples.** Provide at least two separate examples of Engineer's Reports the Consultant has prepared on behalf of a public agency in the last seven years for either the formation of a new assessment district or for the increase of assessment rates in an existing assessment district. For each example, provide:
 - Summary of the budget and scope of work completed
 - Start and completion dates of work
 - General description of any unique or significant challenges the Consultant encountered while completing the work and the solutions implemented.

5.5 Experience with Challenges to Engineer's Reports

Provide a brief description of any challenges made by the public or litigation brought upon a public agency for which any part of an Engineer's Report prepared by the Consultant was the subject of the public or legal challenge. Summarize the reason for the challenge, the extent of the Consultant's participation in the public agency's response to the challenge and participation in any associated legal proceedings, the results of the litigation, and the actions taken by the public agency for which the Engineer's Report was prepared.

5.6 Proposed Project Management Approach

- a. **Summary of Approach and Timeline.** Provide a summary of the proposed approach and an estimated timeframe to complete the project.
- b. **Project and Quality Controls.** Describe how the Consultant will monitor, track, manage and control all aspects of the project including costs, resources, and schedule, ensure technical, financial, and administrative accuracy, and deliver the highest quality of services.
- c. **Staff Commitments and Resources.** Provide an organizational chart that identifies the names and titles of key personnel and subcontractors that will be

assigned to the project. Provide the location from which the requested services will be delivered and where the key personnel assigned to the project will be located. Identify other staff resources that will be available and/or assigned to the project.

- d. **Process to Distinguish Special and General Benefits.** Describe the data that will be considered and the process or method that may be used to distinguish special and general benefits in the districts. The City seeks to understand the specific approach that may be used to distinguishing special and general benefits but acknowledges that the actual data and methods used during the project may differ based on the particulars of each proposed LLAD.
- e. **Methodology to Apportion Special Benefits and Calculate Assessment Rates.** Describe the data that will be considered and the process or method that may be used to apportion special benefits and calculate assessment rates for benefiting parcels in the districts. The City seeks to understand the specific approach that may be used to apportion special benefits and calculate assessment rates but acknowledges that the actual data and methods used during the project may differ based on the particulars of each proposed LLAD.

5.7 References

Provide three references, preferably public agencies, for which the Consultant has provided similar services. Include:

- Name of agency
- Brief description of work performed
- Dates of work
- Contact person name, telephone number, and email address

5.8 Fee Schedule

Provide a schedule of typical fees and hourly rates for all key personnel who may be assigned to this project. The Consultant will be paid at an agreed and supported specific fixed hourly rate for each class of employee engaged directly in the scope of work. Such rates of pay include the Consultant's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as sole proprietor, are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and net fee. Other direct costs may be set forth as an element of the specific rate or may be included as independent cost items.

5.9 Consultant’s Recommended Scope of Work and Cost Proposal

- a. **Recommended Scope of Work.** Notwithstanding the Summary of Services outlined in Section 2, the Consultant shall develop and provide a detailed recommended scope of work they deem necessary to complete the project. The City intends to collaborate with the selected Consultant to establish a final scope of work during the contract negotiations phase of this RFP (see Section 7.3).
- b. **Cost Proposal.** The Consultant shall provide an itemized proposal for all costs associated with completing the project. The cost proposal shall identify all Consultant fees, including direct costs and expenses, such as travel, communications, materials, and any subcontracted items of work and charges for the project. The Consultant may provide estimated costs for associated ancillary services that may be provided by third parties (such as printing or mailing), if available.

SECTION 6

SUBMITTAL FORMAT AND INSTRUCTIONS

6.1 Instructions to Submit Request for Information and Questions Regarding RFP

Consultants may submit requests for information and questions regarding any part of this RFP to Sharon Paz, Administrative Analyst II, via email at spaz@pittsburgca.gov.

To allow time for the issuance of any addenda, if necessary, questions shall be accepted until 5:00 PM on Friday, November 14, 2025, which is ten (10) calendar days prior to the RFP deadline.

Firms must email the above address and request to be added to the RFP receipt list to receive any issued addenda to this RFP. Requests to be added to the recipient list must include name of firm, address, phone number, and point of contact.

6.2 Submittal Format and Procedure

Overview. The nature and form of responses is at the responder's discretion.

It must not exceed a total of twenty (20) single-sided or ten (10) double-sided 8.5" x 11" pages plus a cover letter for the initial submission. An hourly rate schedule, key staff resumes, and example Engineer's Reports required with the submittal are not counted toward the allotted number of pages.

Deadline. Consultants shall submit proposals by 2:00 PM on Monday, November 24, 2025.

Submittals received after the due date and time will be neither evaluated nor considered.

Physical Copies. Consultant shall submit 3 hard copies and 1 electronic copy of their Proposal. The exterior of submittals must be clearly marked "Assessment Engineering and Consulting Services for LLADs." Submittals shall be addressed and either mailed or hand delivered to:

City of Pittsburg, Engineering Division
Attn: Sharon Paz
65 Civic Ave.
Pittsburg, CA 94565

Each applicant shall bear all costs associated with their response to this RFP. All submittals will become and remain the property of the City of Pittsburg. Submittals or additional information received by the City after the submittal deadline will not be considered in the selection process unless additional information was requested by the Selection Panel. If participation with this RFP was inadequate, the City reserves the right to issue additional RFPs.

SECTION 7

EVALUATION, SELECTION, AND AWARD PROCESS

7.1 Selection Panel

The Selection Panel composed of City Staff will be responsible for evaluating and scoring Proposals and determining up to three of the top-qualified Consultants.

7.2 Evaluation Criteria and Process

Proposals will be evaluated according to each evaluation criteria and scored on a zero-to-five-point rating. The scores for all of the evaluation criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any submittal is one hundred (100) points.

Criteria	Total Possible Points
Technical expertise, experience, and qualifications	30
Project management approach	15
Staff availability and ability to meet City needs	15
Responsiveness and overall quality of Proposal	10
Proposal Cost	30

Rating Scale		
0	Unacceptable	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	It 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 Selection Committee.
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.

All firms submitting will be notified in writing of the short list. City staff may ask short-listed firms to be present for an interview.

The City reserves the right to issue additional RFPs for specific projects and/or the right to short list and/or select without an interview and issuing and/or requesting additional information from the qualified firms on the short list.

The City reserves the right to reject any and all proposals received in response to the RFP. The City is under no obligation to award and/or enter into any contract. Financial or time limits may be extended at the City’s discretion.

7.3 Award and Contract Authorization

- a. **Contract Negotiations.** The City will attempt to negotiate a mutually satisfactory agreement with the selected Consultant. If a mutually satisfactory agreement cannot be negotiated, the City will attempt to negotiate an agreement with the next top-ranked Consultant, and so on.

The Consultant will execute the City’s Consultant Services Agreement (“CSA”). A sample copy of the CSA is attached for reference. The Agreement will have a negotiated rate schedule established at the time of its execution. Special requirements of the agreement include insurance coverage amounts and submittal of worker’s compensation and liability insurance certification.

The selected consultant, sub-consultants, and contractors will be required to obtain a city business license prior to commencing work.

- b. Notice of Intent to Award Contract. Upon the successful negotiation of an agreement with the top-ranked Consultant, the City will notify all Consultants who submitted a Proposal but were not selected of the City's intent to award a contract.

- c. Recommendation to City Council and Authorization of Contract. Based on the results of the evaluation process, City staff will make a recommendation to the City Council to authorize an agreement with the most qualified Consultant to meet the needs of the City.

EXHIBIT A – EXAMPLE CONSULTING 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 (“City”) and [REDACTED], a California [corporation] [limited liability company] (“Consultant”) (together referred to as the “Parties”) as of [REDACTED], 20 [REDACTED] (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 [REDACTED] 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 Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, “Indemnitees”) from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, costs and fees of litigation, (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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 applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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- 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

EXHIBIT B
COMPENSATION SCHEDULE