



REQUEST FOR PROPOSALS

*Engineering Design Services for 2021 and 2022
Annual Paving Project.*

City Project No. 4155 & 4166

Proposals due: Tuesday, December 8, 2020, by 2:00 PM

CITY OF ORINDA

For questions, contact:

Sivakumar Natarajan, P.E.

Senior Civil Engineer

925-253-4254

SNatarajan@cityoforinda.org

CITY OF ORINDA REQUEST FOR PROPOSALS (RFP)

Engineering Design Services for 2021 and 2022 Annual Paving Project

City Project Numbers: 4155 & 4166

OVERVIEW

*The City of Orinda is seeking proposals for Engineering Design Services for the 2021 and 2022 Annual Paving Project. Proposals are due **Tuesday, December 8, 2020 at 2:00 P.M.***

Project Background and Description

Orinda incorporated as a City in 1985, after more than 100 years of gradual development. As a relatively new city, it has a population of approximately 18,000 residents and a demographic that is shifting from a largely senior base to one that includes younger families. Orinda is situated in the Oakland/Berkeley hills immediately east of the Caldecott Tunnel on Highway 24 in Contra Costa County, California. The city is a family-oriented community with a semi-rural setting. In contrast to the more urban existence of the surrounding area, the tree-studded hillsides of the 12.8 square-mile city contribute to Orinda's aesthetic beauty.

2021 and 2022 Annual Paving Project: This program implements the annual pavement repairs to collector and arterial streets that are selected through the City's Pavement Management Program and recommended for construction by the Citizens' Infrastructure Oversight Commission (CIOC) and the City Council. The project typically consists of a mixture of pavement repair/rehabilitation methods (slurry seal, micro surfacing, mill and overlay/inlay, full depth reclamation, etc.), and culvert assessment, rehabilitation and /or replacement. The total program budget for both years is approximately \$6,750,000. Refer to the enclosed City of Orinda 2021-2022 List of Streets for the locations of these streets.

The City of Orinda has selected specific street sections to receive treatment in 2021 & 2022, which have been separated into three packages, Base Package (2021), Package A (2022) and Package B (2022). The selected consultant will be awarded the Base Package (2021) immediately. Packages A and B (2022) will only be awarded if the City chooses to do so at a later date.

The selected consultant will complete the design and provide plans, specifications and estimate (PS&E) for the **2021 Annual Paving Project** (Base Package) to advertise for bids by **April 2021**.

If the City issues Notice to Proceed for the 2022 Paving Project at a later date, the design and the PS&E of the **2022 Annual Paving project** (Packages A and/or B) shall be completed by **November of 2021**.

During the development of the design and PS&E for the 2021 Annual Paving Project, there is potential for some 2021 street sections to be swapped with the 2022 street sections. This may be necessary as a result of coordination with utility companies (PG&E, EBMUD, CCCSD, etc.) and their need to lower or relocate their shallow facilities prior to the City’s pavement work.

SCOPE OF CONSULTANT SERVICES

Scope of Work

The scope of work includes, but it is not limited to, the following items:

1	Establish and maintain a project schedule to meet the desired start of construction for the 2021 Annual Paving Project and the 2022 Annual Paving Project. Provide project management duties to lead the project with minimal City staff oversight.
2	<p>Field Investigation and Research. The Consultant will perform a site review; identify existing improvements, utilities, and inspect the condition of culverts within the paving area. Approximate pavement dimensions by using aerial and field measurements for the preparation of construction plans and details at appropriate scales for 22”X34” plan sheet.</p> <p>In addition, a field review should be completed by a Senior Engineer (at least 10+years of similar and proven pavement rehabilitation experience) with accompanying City’s construction management personnel and or/a designated City staff member. The main purpose of this field review is to perform a constructability review and identify potential drainage improvements. This should be accomplished between the 35% and 65% submittal.</p> <p>City will provide Contra Costa County generated base mapping, including parcel data for right of way, subdivision map, corner record and monuments data for this project</p>
3	Prepare a pavement design report for pavement rehabilitation options to be selected by the City. As needed, perform field evaluations, falling weight deflection tests, pavement coring, culvert inspections, and identify base/pavement failure locations. The report will include various pavement rehabilitation options, and will include a recommendation of how to proceed.

4	<p>Prepare a storm drain pipe/culvert assessment report, using City's GIS based unique pipe ID, for all the pipes within the pavement rehabilitation limits, except corrugated metal pipe (CMP) that have depth of cover of 4' or less. The report will include CCTV inspection, cleaning of storm drain pipes prior to CCTV inspection and preliminary estimates for any necessary storm drain pipe rehabilitation/replacement. All CMP with depth of cover of 4' or less must be replaced with High-Density Polyethylene Pipe (HDPE).</p>
5	<p>Prepare design drawings and submit 2 sets of plans, specifications, and estimates at the 65%, 95% and Final stages. The final design mylar drawings shall incorporate all comments made in the Final submittal review. Stamped bid sets will be delivered for wet-signed approval and final PDF copies will be transmitted to the City for posting in our online planroom. Drawings may include, but are not limited to :</p> <ol style="list-style-type: none"> 1. Title sheets, Index Map, and Vicinity Map. 2. Typical Sections and construction details 3. Plan Views, Profiles and sections 4. Drainage Plans / Storm Drain Table 5. Utility information/Pothole information/ Monument Information 6. Topographic Survey (As Needed)
6	<p>Technical special provisions and bid/proposal documents will be prepared in Microsoft Word using 2015 Caltrans Specifications. The special provision should adhere to Caltrans format, including bid item codes. The City will provide a template for boilerplate specifications, including "front-end" documents, as the basis for the project's special provisions.</p>
7	<p>A minimum of 6 in-person meetings with City staff to discuss the design scope, review comments, and coordination issues meetings during construction. Prepare brief meeting minutes to confirm decisions made and action items to be done.</p>
8	<p>Coordinate, direct and arrange any utility relocations or adjustments necessary to construct the project.</p>
9	<p>Provide assistance to the City, as necessary, during bidding, including attending pre-bid, pre-construction, and final walk-thru meetings, responding to RFIs, addendums, and CCOs.</p>
10	<p>After construction phase, complete as- built changes per Resident Engineer mark-ups and submit to the City all final mylars and computer project files, including specifications, CAD files, spread sheet files, or other technical information to become the property of the City upon completion of the Work.</p>

Project Schedule

The estimated date Of the Notice to Proceed (NTP) for the Engineering Design Services is January 1, 2021. The selected consultant shall adhere to the submittal schedule provided below in order for the City to bid the project in a timely manner. The City is planning to bid FY 2021 Paving Program in April of 2021 and FY 2022 Paving Program in December of 2021.

Project	NTP	35% Plans	65 % PS&E	100% PS&E
2021 Annual Paving Project	January 2021	February 2021	March 2021	April 2021
2022 Annual Paving Project	April 2021	June 2021	September 2021	November 2021

Proposal Format & Content

Consultants interested in responding to this request for proposal should prepare their proposal with the following sequence and format with tabbed sections. The technical proposal must not exceed 30 pages (8.5" x 11" single-sided, minimum 11-point font).

<p>COVER LETTER</p> <p>Describe your firm’s interest in the project and commitment of firm’s staff to the project. Include a written statement that illustrates understanding of the contract form, conflicts of interest provisions, timeline, and insurance. The individual authorized to negotiate the final contract must sign the letter.</p>	<p>TAB #1</p>
<p>PROJECT UNDERSTANDING</p> <p>Describe your firm’s understanding of the project and Scope of Consultant Services described above. Identify other activities that you propose to implement in support of the required tasks.</p>	<p>TAB #2</p>
<p>WORK PLAN APPROACH & SCHEDULE</p> <p>Include a full description of the work elements, proposed methodology that will be used for scheduling, coordination, management of overall project costs, quality control, and key or potential issues/risks you may deem critical to this project. The work description should demonstrate a clear understanding of the work required to the meet the project objectives. Provide a schedule containing specific milestones and dates of completion which will be used to set schedules.</p>	<p>TAB #3</p>

<p>STAFF PLAN: EXPERIENCE, QUALIFICATIONS AND REFERENCES</p> <p>Describe the qualifications and experience of the firm and each team member, including sub-consultants, expected to be assigned to this project. Explain in detail how proposed staff will be assigned to specific tasks and list projects staff is currently involved in with a percentage of time available applied to each project. The description should include previous experience with similar projects. Include an organization chart of the project team. Provide at least four (4) references (name, agency, title, address, and telephone number) for recent similar or related work.</p>	<p>TAB #4</p>
<p>RESUMES</p> <p>Provide resumes of your key project team who will be working on this project. Include qualifications, experience, and education (no more than 2 pages in length each). Include history of similar projects performed by each project team member.</p>	<p>TAB #5</p>
<p>ACKNOWLEDGEMENT OF CITY CONSULTANT AGREEMENT AND CERTIFICATION OF INSURANCE REQUIREMENTS</p> <p>Provide acknowledgement regarding the acceptability of the City’s standard consultant agreement conditions, including providing a Certificate of Insurance compliant with the City’s requirements in the attached agreement. This acknowledgement may be included as part of the Cover Letter. Also acknowledge that, upon selection, the project manager or key personnel will be required to file a Form 700 – Statement of Economic Interests with the City of Orinda (Download link http://www.fppc.ca.gov/Form700.html).</p>	<p>TAB #6</p>

SEALED ENVELOPE

COST PROPOSAL & FEE SCHEDULE

In a separate, sealed, envelope, provide a cost proposal and fee schedule that includes a detailed cost breakdown of all elements and tasks imperative to accomplish the Scope of Consultant Services outlined above. Each envelope should be marked with the name of the project.

SUBMITTAL REQUIREMENTS

Submit **one (1) digital copy** of the proposal in portable document format (PDF) to SNatarajan@cityoforinda.org by the due date indicated.

In light of the current Shelter in Place order issued by the Contra Costa Health Services Department to reduce the rate of transmission of Novel Coronavirus Disease 2019 (“COVID-19”), the City offices are closed to the public and proposals delivered in person will not be accepted. This criteria applies until revised or removed by issue of an addendum.

The sealed cost proposal must be sent to the following address and must be post marked no later than **Tuesday, December 08, 2020**.

No late submittals or postmarks will be accepted. Consultant is responsible to check city web site for addenda prior to submitting proposal.

Please address the sealed cost proposal to:

Attn: Sivakumar Natarajan, P.E. Senior Civil Engineer

City of Orinda

22 Orinda Way

Orinda, CA 94563

SELECTION CRITERIA

The proposals will be evaluated by a Selection Committee to determine each firm's demonstrated competence and qualifications to perform the requested services. Selection of the prospective consultant will be based on the following evaluation criteria:

1	Consultant's understanding of the project, as demonstrated by the work plan and approach.	30%
2	Recent experience in performing similar studies or projects.	20%
3	Qualifications of the project team, including sub-consultants, being assigned to the project.	30%
4	Feedback from references given regarding past performance including quality of work and delivery of work within schedule and budget.	10%
5	Proposed project schedule.	10%
6	Ability to meet City contract and insurance requirements (Pass/Fail).	P/F

The City will make a determination if your proposal meets the minimum qualification of a score of 80 percent. The City may consider interviews of consultants with the highest ranked proposals. The City will then negotiate with the first-ranked qualified firm to negotiate a contract at a price determined to be fair and reasonable to the City. If the City is unable to negotiate a contract with the first-ranked qualified firm, the City will terminate negotiations with that firm and then undertake negotiations with the next ranked firms.

PROPOSED TIMELINE FOR EXECUTION

Key project dates are outlined below. Please note, dates are best-guess estimates and are subject to change until a contract is executed.

11/03/2020	RFP Advertisement
12/08/2020 – 2 P.M.	Proposal Deadline
12/09/2020 – 12/14/2020	Evaluation of Proposals
12/14/2020 – 12/31/2020	Contract Negotiations/Award
01/01/2021	Initiate Work

The following rules will apply during the proposal/interview process:

1. *No information regarding the identity of the Selection Committee members will be provided.*
2. *Only the identity of the top-ranked consultant will be disclosed. Information regarding ranking of consultants will not be made available.*

For additional information, Please contact Sivakumar Natarajan, P.E. Senior Civil Engineer at:

SNatarajan@cityoforinda.org or (925) 253-4254.

DEADLINE for QUESTIONS: December 1, 2020

GENERAL CONDITIONS

Limitations

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a technical proposal in response to this RFP.

Rejection of Technical Proposals

The City reserves the right to reject any or all technical proposals.

Award

Successful firm will be required to participate in negotiations as to pricing, technical, or other revisions to their proposal.

Scope Modifications

The City reserves the right to request changes to the staffing and/or scope of services contained in any of the technical proposals and to enter into negotiations with any of the firm(s) regarding their submittal.

Consultant Agreement

A sample consultant agreement (including specific conditions) is shown in the enclosure. Prospective consultants are expected to meet the City's contract and insurance requirements or otherwise be subject to rejection by the City.

Non-Discrimination

Consultants and sub-consultants shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of City contracts.

Enclosures: 2021-22 List of Streets (Base Package, Package A & Package B)
Sample Consultant Agreement
Form 700 – Not enclosed. Download from <http://www.fppc.ca.gov/Form700.html>

CITY OF ORINDA
2021 and 2022 Annual Paving Project.
City Project No. 4155 and 4166

Base Package (2021)

Street Name	From	To	Length (FT)	Width (FT)	Area (SF)	PCI	Type	Recommended Treatment	Cost (\$)
Altarinda Road	Santa Maria Way	Orindawoods Drive	800	37	29,600	78	C	Light Maintenance	\$20,308
Brookwood	Camino Pablo	Moraga Way	335	47	15,745	71	A	Light Maintenance	\$14,403
Bryant Way	Moraga Way	Davis Road	480	32	15,360	81	A	Light maintenance	\$10,249
Camino Sobrante	Orinda Way	El Ribero	3,050	26	79,300			Light Maintenance	\$54,404
Camino Sobrante	Camino Pablo	Orinda way	430	38	16,340	76	A	Light Maintenance	\$10,884
Charles Hill Road	Souel Road	Diablo View	2,035	21	42,735	86	R	Light Maintenance	\$28,664
Charles Hill Road	Charles Hill Place	Honey Hill Road	1,380	23	31,740	79	C	Light Maintenance	\$21,141
Charles Hill Road	El Nido Ranch	Charles Hill Place	470	38	17,860	87	C	Light Maintenance	\$11,896
Hidden Valley	St. Stephens Drive	SR 24 On Ramp	950	32	30,400	67	C	Heavy Maintenance	\$78,582
Las Piedras	Vista Del Orinda	Lomas Cantadas	885	22	19,470	45	C	Heavy Rehab	\$153,656
Lomas Cantadas	City Limit	Tres Mesas	2,028	22	44,616	39	C	Heavy Rehab	\$322,227
Lomas Cantadas	Tres Mesas	Las Piedras	1,367	22	30,074	40	C	Heavy Rehab	\$217,202
Lombardy Lane	Van Ripper (N)	Dalewood Dive	1,238	23	28,474	48	C	Heavy Rehab	\$295,517
Lombardy Lane	Tarry Lane	Van Ripper	1,367	26	35,542	67	C	Light Rehab	\$201,997
Lombardy Lane	Van Ripper (S)	Van Ripper (N)	1,369	26	35,594	67	C	Light Maintenance	\$24,420
Moraga Way	Woodland Road	El Camino Moraga	3,530	42	148,260	82	A	Light Maintenance	\$98,753
Moraga Way	El Camino Moraga	Coral Drive	1,824	37	67,488	69	A	Heavy Maintenance	\$49,000
Moraga Way	Coral Drive	Ivy Drive (East)	1,776	38	67,488	76	A	Light Maintenance	\$45,000
Rheem Blvd	Zander	Carolyn Court	2,114	29-31	63,402	64	A	Light Rehab	\$377,096
Rheem Blvd	Carolyn Court	Moraga Via	1,771	31	54,901	68	A	Heavy Maintenance	\$39,866
Rheem Blvd.	City Limit	Zander	2,275	32	72,800	68	A	Heavy Maintenance	\$23,610
Santa Maria Way	Camino Pablo	Orinda Way	190	50	9,500	49	A	Heavy Maintenance	\$109,634
Santa Maria Way	Orinda way	Altarinda Road	426	50	21,300	79	C	Light Maintenance	\$14,613
St. Stephens Drive	El Nido Ranch Road	La Espiral	2,315	33	76,395	82	C	Light Maintenance	\$71,978
St. Stephens Drive	Hidden Valley Road	El Nido Ranch Road	716	40	28,640	83	A	Light Maintenance	\$26,984
Vista Del Orinda	El Toyonal	Las Piedras	380	22	8,360	75	C	Light Maintenance	\$7,648
Wilder Road	HWY 24 EB On-Ramp	Bridge Decking (S)	357	40	14,280	21	C	Full Depth Rec.	\$138,704
Wilder Road	Bridge Decking (N)	190' N at the Fence corner	190	37	7,030	22	C	Full Depth Rec.	\$68,284
Wilder Road	Orinda Fields Lane	HWY 24 EB On-Ramp	526	27	14,202	81	C	Light Maintenance	\$12,613
Various Streets								Crack Seal	\$50,000

CITY OF ORINDA
2021 and 2022 Annual Paving Project.
City Project No. 4155 and 4166

Package A (2022)

Street Name	From	To	Length (FT)	Width (FT)	Area (SF)	PCI	Type	Recommended Treatment	Cost (\$)
Bear Creek Road	Camino Pablo	City Limit	3,300	26	85,800	48	C	Heavy Rehab	\$619,667
Ivy Drive	Moraga Way	Pueblo Court	4,713	35	164,955	80	C	Light Maintenance	\$109,431
Ivy Drive	Moraga Way	Risa Court	2,716	35	89,612	78	C	Light Maintenance	\$81,971
Ivy Drive	Risa Court	Pueblo Court	1,997	35	69,895	82	C	Light Maintenance	\$65,855
Overhill Road	Tara Road	241 Overhill Road	1,003	25	25,075	69	C	Light Rehab	\$146,785
Overhill Road	WestwoodCourt	HighlandCourt	1,775	24	42,600	86	C	Light Maintenance	\$29,226
Overhill Road	Broadview Terrace	Tara Road	1,066	22	23,452	85	C	Light Maintenance	\$21,453
Overhill Road	241 Overhill Road	Glorietta Blvd	1,175	22	29,375	72	C	Light Maintenance	\$20,153
Overhill Road	Highland Court	Broadview Terrace	1,242	23	28,566	88	C	Light Maintenance	\$19,598
Overhill Road	Moraga Way	Westwood Court	1,186	22	26,092	86	C	Light Maintenance	\$17,901
Overhill Road	BroadviewTerrace	Tara Road	1,066	22	23,452	86	C	Light Maintenance	\$16,090
Tara Road	Tara brook	Nonie Rd	1,409	25	35,225	80	C	Light Maintenance	\$31,283
Tara Road	SouthwoodDrive	Tarabrook Drive	940	25	23,500	85	C	Light Maintenance	\$16,123
Tara Road	Noine Rd	Overhill Rd	937	23	21,551	80	C	Light Maintenance	\$14,786
Valley View Drive	Moraga Way	Don Gabriel Way	3,170	26-28	84,460	79	C	Light Maintenance	\$56,828
Various Streets								Crack Seal	\$50,000

Package B (2022)

Street Name	From	To	Length (FT)	Width (FT)	Area (SF)	PCI	Type	Recommended Treatment	Cost (\$)
Happy Valley Road	City Limit (South)	City Limit (North)	2,200	25	55,000	46	C	Heavy Rehab	\$570,817
Brookwood Road	Spring Road	Camino Pablo	2,100	26	54,600	64	C	Light Rehab	\$310,309
Camino Pablo	Moraga Way	Santa Maria Way	2,212	73	161,476	77	A	Light Maintenance	\$143,406
Camino Pablo	Santa Maria way	Camino Sobrante	1,979	65	128,635	74	A	Light Maintenance	\$88,250
Camino Pablo	Orinda Way	Miner Road	1,058	64	67,712	77	A	Light Maintenance	\$60,135
Camino Pablo	Camino Sobrante	Orinda Way	938	65	60,970	77	A	Light Maintenance	\$54,147

**SAMPLE
CITY OF ORINDA
SERVICES CONTRACT**

_____ (“Provider”) and the City of Orinda (“City”), a municipal corporation, agree as follows. City and Provider are sometimes individually referred to herein as “Party” and collectively as “Parties.”

1. **Purpose of Contract.**

a. City requires certain special services for the purpose of _____

b. Provider is qualified to provide these services and is willing to provide them according to all of the terms of this agreement, including all insurance requirements set forth herein.

2. **Duties of Provider.**

a. Provider agrees to perform services described in Exhibit A, which is attached to this agreement and incorporated by this reference. Provider agrees to perform these services diligently in accordance with the standards of its profession and to City’s satisfaction. Provider promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services described in this agreement.

b. The parties may, from time to time, agree in writing that Provider, for additional compensation, shall perform additional services.

c. Provider shall assign only competent personnel to perform services pursuant to this agreement. Provider shall notify City in writing of any changes in Provider’s staff assigned. City may, in its sole discretion, determine that a person assigned to perform services is not performing in accordance with the standards required herein. If the City makes such a determination, Provider shall replace such person immediately.

3. **Time of Performance.**

a. This agreement shall not be effective and no payments shall be made to Provider until:

(i) City has received satisfactory evidence that Provider has met all of the insurance requirements, and

(ii) All required signatures have been obtained.

b. The effective date of this agreement shall be the date on which the last signature is affixed or on receipt of satisfactory evidence of insurance, whichever is later.

c. The services of Provider shall begin no sooner than the effective date and shall continue until all work is approved by City. All work shall be completed no later than _____.

4. **Compensation.**

a. City agrees to pay Provider at the rates described in Exhibit A, not to exceed a maximum contract price of \$ _____ for all services performed under this agreement.

b. Provider shall bill City on a monthly basis for work done in the preceding month. The billings shall contain, as a minimum, total hours worked on the project by position, hourly rates, total amount due for the period and a contract payment status summary showing total billed to date compared to total authorized contract amount. In addition, Provider shall describe work that was completed during the monthly billing period both in qualitative terms (e.g., listing project activities) and in quantitative terms (e.g., scope of work completion percentage). City, at its sole discretion, shall evaluate the billing and determine whether or not the amount billed is commensurate with the state of completion of the work. If City determines that the amount billed exceeds the status of completion of either an individual task or the entire project, then City may reduce the amount of the progress payment accordingly.

c. The parties shall agree in writing to any changes in compensation due to changes in Provider's services prior to performance of those changed services.

d. To the extent that Provider's insurance documentation is not in compliance with the requirements of this agreement and the City Attorney is required to intervene to explain and obtain the proper documentation from Provider's insurer, the cost of the City Attorney's services will be deducted from the contract price to which Provider would otherwise be entitled under the terms of this agreement.

5. **Provider Status.**

Provider is an independent contractor and is solely responsible for its acts and omissions. Provider is not City's agent, employee or representative for any purpose. Provider has no power to incur any debt, obligation, or liability on behalf of City. Provider shall direct and control its personnel and shall pay all wages, salaries, and other amounts due such personnel in connection with this agreement and as required by law. Provider is responsible for all reports and obligations respecting such personnel. Provider shall pay of all taxes, fees, contributions or charges applicable to the conduct of Provider's business, and shall provide City with proof of compliance upon request.

6. **Conflict of Interest.**

Provider understands that its professional responsibility is solely to City. Provider warrants that it presently has no interest, and will not acquire any direct or indirect interest, that

would conflict with its performance of this agreement. Provider shall not employ a person having such an interest in the performance of this agreement.

Provider and its agents or employees working under this agreement shall submit statements of economic interest under the Political Reform Act (Government Code section 81000 et seq.) if requested to do so by City.

7. **Work Product, Intellectual Property and Records.**

All documents furnished to Provider by City and all reports or work product (including electronically stored documents) prepared by Provider under this agreement are City's property and shall be given to City at the completion of Provider's services without restriction or limitation on use or dissemination by City. Provider grants City a royalty-free, exclusive and irrevocable license to reproduce, publish and use all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this agreement. Provider shall not publish any such material without the prior written consent of City.

Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this agreement. Provider further represents that it shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Provider's performance of this agreement.

In the performance of this agreement, Provider may be given access to confidential City information. Provider shall hold any such information in confidence.

Provider shall maintain and make available to City accurate books and accounting records relating to its work under this agreement. Provider will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this agreement, whether funded in whole or in part under this agreement. Provider shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this agreement or until after final audit has been resolved, whichever is later.

8. **Assignment; Subcontracts.**

Provider's services are considered unique and personal. Provider shall not assign or transfer its interest or obligation under this agreement without City's prior written consent. Provider shall not subcontract its duties under this agreement without City's prior written consent. Any attempt to do so shall be null and void, and any assignees, subcontractors or transferees shall acquire no right or interest by reason of such attempted assignment, subcontracting or transfer.

9. **Licenses and Compliance with Laws.**

Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals legally required for Provider to practice its profession

and/or provide services under this agreement. Provider shall, at its sole cost and expense, keep in effect such licenses, permits, qualifications, insurance, and approvals at all times during the term of this agreement. Provider shall keep itself fully informed of and in compliance with all applicable laws affecting its performance under this agreement.

10. **Insurance Types and Limits.**

Provider shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with its performance under this agreement. Coverage shall be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with a limit of no less than _____ per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Provider has no owned autos, Code 8 (hired) and 9 (nonowned), with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.

c. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Workers’ Compensation insurance will not be required if Provider furnishes to City a written verification that it has no employees.

d. Professional Liability (Errors and Omissions) Insurance appropriate to the Provider’s profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Provider maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

11. **Additional Insurance Requirements.**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Additional Insured Status: City, its officers, officials, employees, and volunteers are to be covered as insureds on the Auto Liability policy and on the Commercial General Liability policy.

b. Primary Coverage: For any claims related to this agreement, Provider’s insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials,

employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

c. Notice of Cancellation. Provider shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing 30 days prior written notice to the City. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Provider shall immediately provide written notice to the City and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Provider of its obligation to at all times maintain all insurance required by this agreement.

d. Waiver of Subrogation: Provider hereby grants to City a waiver of any right to subrogation which any insurer of Provider may acquire against City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. City may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

f. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

g. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

- (i) The retroactive date must be shown and must be before the effective date of this agreement or the beginning of work, whichever is earlier.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the of work.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date/beginning of work. Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

h. Subcontractors: Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

i. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. **Verification of Insurance.**

Provider shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. Such evidence of insurance shall be attached hereto as Exhibit B and considered an integral part of this agreement, which shall not become effective until satisfactory evidence of insurance has been received by City. All evidence of insurance must be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Provider obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

13. **Indemnification.**

To the fullest extent allowed by law, Provider shall defend, indemnify and hold harmless City and its officers, employees, agents and volunteers from and against any and all liability, claims, suits, losses, injuries, damage, demands, expenses and costs (including, without limitation, attorney fees and expert fees) arising out of, pertaining to or relating to the negligence, recklessness, or willful misconduct of Provider in the performance of this agreement. Provider shall not be obligated to indemnify City against liability arising from the sole negligence or willful misconduct by City. The provisions of this section survive termination of this agreement.

14. **Equal Employment Opportunity.**

Provider is an equal opportunity employer and agrees to comply with applicable regulations governing equal employment opportunity. In the performance of this agreement, Provider shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

15. **Notices.**

Any notice to be given under this agreement shall be in writing and addressed to the parties as follows:

City	Provider
City Manager	_____
City of Orinda	_____
22 Orinda Way	_____
Orinda, CA 94563	_____

16. **Litigation.**

If either party brings an action to enforce this agreement, the prevailing party is entitled to reasonable attorney fees and costs (including, but not limited to, expert witness fees and discovery costs).

17. **Waivers.**

Waiver of a breach or default under this agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this agreement.

18. **Modification.**

No waiver, modification or termination of this agreement is valid unless made in writing.

19. **Severability.**

If any provision of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect to the greatest extent permitted by law.

20. **Termination.**

a. Termination Without Cause: At any time and without cause, either party may terminate this agreement by giving 10 days written notice. In the event of such termination without cause, City shall pay Provider for services rendered to date and Provider shall deliver to City any work product, whether complete or incomplete.

b. Termination For Cause: In the event of Provider's substantial failure to meet its obligations under this agreement, City may elect to give Provider 10 days written notice and an opportunity to cure. If Provider has not cured the defects in its performance within 10 days, City may terminate the agreement for cause. City shall then pay Provider for services satisfactorily rendered to date and Provider shall deliver to City any work product, whether complete or incomplete.

c. Suspension: City may, at any time, temporarily suspend Provider's performance, in whole or in part, by giving a written notice of suspension to Provider. If City gives such notice, Provider shall immediately suspend its activities under this agreement as specified.

21. **Entire Agreement.**

This agreement, together with its attachments, sets forth the entire understanding between the Parties and supersedes any oral or written understanding they may have had prior to the execution of this agreement. No other contract, statement, or promise relating to the subject matter of this agreement shall be valid or binding.

22. **Governing Law and Venue.**

Exhibit A

Proposal Documents: Scope of Services, Hourly Rates and Payment Schedule
(pages attached)

Exhibit B
Evidence of Insurance: Certificates, Endorsements and Policy Language
(pages attached)

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