

BUILDING SERVICES

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE AS-NEEDED OUTSIDE PLAN REVIEW, PERMITTING AND
FIELD INSPECTIONS



Issued on: April 25, 2024

Proposal responses due: May 22, 2024, by 5:00 pm

City of Suisun City—Building Division

Attention: John Kearns, Principal Planner

Development Services Department

jkearns@suisun.com

701 Civic Center Boulevard, Suisun City, CA 94585

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REQUEST FOR PROPOSALS FOR THE CITY OF SUISUN CITY
AS-NEEDED OUTSIDE PLAN REVIEW, PERMITTING AND FIELD INSPECTIONS

1 SECTION I – OVERVIEW OF PROCESS

1.1 BACKGROUND

The City of Suisun City Building Division seeks responsible building plan check, engineering, and inspection consultants (firms) to submit “Proposals” demonstrating a broad area of technical experience and the ability to provide the requested professional services. The consultant(s) selected will provide services as specified in this “Request for Proposals” (RFP) by direct assignment of consultant’s personnel.

1.2 CITY OVERVIEW

The City of Suisun City is an incorporated city with a population of nearly 30,000 residents, located in Solano County along State Route 12. The City of Suisun City is a General Law city operating under the City Council/City Manager form of government. The City’s fiscal year begins on July 1 and ends on June 30.

The Consultant's principal contact with the City of Suisun City will initially be John Kearns, Principal Planner or a designated representative, who will coordinate the assistance to be provided by the City of Suisun City to the interested firm.

The City of Suisun City’s annual professional services and as-needed engineering budget anticipates using contract services for various related projects. The selected firm or firms will assist with reviewing construction documents to ensure the designs comply with the current applicable state adopted codes, perform construction inspection, and other administrative municipal procedural duties.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

1.4 PURPOSE OF THE RFP

The City of Suisun City Building Division desires to retain well-qualified professional and technical consultants to provide as-needed Plan Review of construction documents, structural engineering, soils reports, and field inspection along with construction services in a broad area of technical disciplines to supplement staff on various development projects. The desired services include building code plan review

(including structural and fire-life safety) of current development projects, building inspections for conformance with the applicable building codes, assistance with the public building counter, building code enforcement, preparation of plans and specifications for construction projects and professional services as authorized by the City.

1.5 RFP SCHEDULE DEADLINES

RFP Released by the City.....	April 25, 2024
Deadline for Final Questions.....	May 6, 2024
Letter of intent to respond.....	May 6, 2024
City Responses to Written Questions.....	May 13, 2024
Proposal Submission Deadline.....	May 22, 2024 at 5PM
Interviews as needed.....	Week of May 27, 2024
Contract Negotiations.....	June 3, 2024
Council meeting to award contract.....	June 18, 2022

1.6 SELECTION CRITERIA

The ideal firm will have experience in building code plan review (including structural and fire-life safety) of current development projects, building inspections for conformance with the applicable building codes, assistance with the public building counter, building code enforcement, preparation of plans and specifications for construction projects, administrative services and other professional services as authorized by the City. Greater detail about the selection process is in Section 3 of this RFP.

1.7 PROJECT BUDGET

The contract(s) for these services will be established at a time and materials basis. The City has full discretion on how the funds are distributed to the consultants. A preferred proposer will be identified based on factors that are discussed in Section 3 of this RFP. A proposer’s cost proposal will be used only during contract negotiations.

1.8 SCOPE OF SERVICES

This scope of services will enable the City of Suisun City to obtain professional and technical assistance on short notice on an as-needed basis from the selected consultants. At its discretion, the City of Suisun City intends to select one or more firms with whom the City of Suisun City will contract for services on an as-needed basis.

The City of Suisun City will appoint designated consultants to provide contract support services under the direction of the Development Services Director. The consultants must be able to provide a broad range of specialized engineering or construction services and staff to complete task project orders issued by the City of Suisun City by direct assignment of its own personnel, including, but not limited

to, consultation, planning, administration, specialized analytical studies, construction support, and other miscellaneous municipal report writing.

A full Scope of Services can be found in Attachment 5.1.

1.9 DELIVERABLES

A complete list of Deliverables can be found in the Scope of Services, attachment 5.1.

Submittal packages shall include the following:

Deliverables: **Submit THREE (3) spiral bound color copies of proposal, including a separate statement of fee rates.**

The completed RFP should be delivered via one of the many services available or hand delivered to:

CITY OF SUISUN CITY, Building Division

Attn: John Kearns, Principal Planner

701 Civic Center Boulevard

Suisun City, CA 94585

1.10 PROJECT SCHEDULE

The services to be provided would be on an as-needed and ongoing basis. Contract(s) will be awarded for a three-year term, beginning in the fiscal year starting in July 1, 2024 with the option to add two (2) additional one-year terms.

1.11 LETTER OF INTENT TO RESPOND

All interested firms are encouraged to submit a Letter of Intent to Respond. The deadline to submit the letter is May 6, 2024. Submitting a letter does not guarantee or replace the formal proposal process, nor does the failure to submit a letter prevent an interested firm in submitting a proposal.

All written questions received about the RFP will be distributed in writing to all firms that submitted a Letter of Intent to Respond. Letters can be sent via mail or email to: jkearns@suisun.com.

1.12 QUESTIONS AND INQUIRIES

All questions and inquiries must be submitted via email to John Kearns at jkearns@suisun.com. The deadline to submit questions is May 13, 2024. One comprehensive response to all submitted questions will be distributed to all firms that submitted a Letter of Intent to Respond.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

2 SECTION II – SUBMITTAL REQUIREMENTS

2.1 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing firm wishes to include that is not specifically requested should be included in an appendix to the proposal.

Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations, or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

The proposal should be bound or contained in a loose-leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with the section as specified below.

The following items are required in the Proposal:

2.1.1 Cover Letter

The Cover Letter must include the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

2.1.2 Proposer's Certification

The attached Proposer's Certification (attachment 5.3) shall be executed by an official(s) legally authorized to bind the Firm which states that the proposal is valid for ninety (90) days. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

Proposals submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

Proposals submitted on behalf of a Limited Liability Company (“LLC”) shall be signed by the person or persons authorized to bind the LLC under the LLC’s articles of organization.

Proposals submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

2.1.3 Proposal

SECTION A: Firm’s Information and Qualifications – Describe your experience and provide a statement of your firm's qualifications for performing the requested services. Provide the following information:

- a. **Consultant Name, Address, etc.:** State the name, address, telephone number, FAX number, website address (if available)
- b. **Year Firm Established:** List the year the firm was established.
- c. **Primary Contacts within the Company:** List the firm’s owner and the primary contacts within the company. Include title, telephone number and e-mail address for each. Indicate which person will be the contact for the RFP process.
- d. **Number of Employees in Firm:** Indicate total number of employees for all locations of the firm.
- e. **Consultant Specialties:** List the type(s) of work the firm specializes in.
- f. **List of Lead Professional Personnel by Area of Expertise:** An organization chart describing the staff available to handle the desired work. Provide a brief but detailed history of the number of years of experience with the current firm and other firms, education, professional registration/certifications, and qualified work experience relevant to the services requested. Use separate pages per person.

Applicant shall demonstrate that they possess the following minimum qualifications or equivalent as determined by the City:

- Licensed Professional Engineer
- ICC Certified Plans Examiner (Residential/Commercial/MEP’s)
- ICC Certified Combination Inspectors (Residential/Commercial)
- ICC Certified Permit Technician
- ICC Certified Fire Plans Examiner
- Certified Access Specialist CASp

- g. Describe your abilities to accept and conduct reviews on electronic plan review submittals.

SECTION B: Experience and References – List up to five (5) projects, starting with the most recent, that the professional personnel of your firm have worked within the past 5 years. Provide the year the project was performed, the name of the municipality and location (city or county), the owner’s name, address, and contact name and phone number, and the scope of work performed. Other related experience may be included. Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Include the contract amount, final cost, time to completion, and identify if the contract is active. Describe any other facets of the Firm’s experience that are relevant to this proposal that warrants consideration.

SECTION C: Services Understanding – Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration. Also identify any unique approaches or strengths that your firm may have related to the services proposed. City staff will assess your understanding of all aspects of the services based on your narrative. Provide the following information on your approach to completing the scope of services:

- a. Provide the tasks and narrative of how your firm will comply with the scope of work, and what special services and products your firm has to meet our needs.
- b. A description of how the firm provides the desired services and quality control to assure adequate level of service and successful project completion and management.
- c. A statement indicating the firm is independent, properly licensed to practice in California, and has no conflict of interest with regard to any other work performed by the firm for the City.

SECTION D: Required Statements/Documents – Include statements of assurance regarding the following requirements in the proposal:

- The absence of a conflict of interest. Consultants submitting a proposal must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to the services to be provided under the Agreement. Consultant must disclose any real or apparent conflict of interest associated with this project or with working for the City of Suisun City. If a Consultant has no conflicts of interest, a statement to that effect shall be included in the Proposal.
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary.

SECTION E: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (attachment 4.1). The

nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

SECTION F: Competency of Proposers – The City wants to ensure that the successful Firm has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

2.1.4 Cost Proposal

The cost proposal shall be submitted in a separate sealed envelope identified by the name of the firm and "Cost Proposal".

- Provide a separate fee schedule for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your service plan. Define any reimbursable expenses requested to be paid by the City.
- Provide your anticipated turnaround times on plan reviews.
- Provide a proposed fee schedule for the review and field inspection of private underground water mains and lines, both domestic and fire mains and lines.
- Provide flat rate fees for smaller projects such as:
 - a. Residential solar projects, both roof-mounted and ground mount systems.
 - b. Residential Energy Storage Systems.
- Provide your anticipated plan review timelines for review of the above-mentioned projects.
- Describe your abilities to accept and conduct these reviews electronically.

2.2 SUBMITTAL INSTRUCTIONS

Your submittal package shall include the following:

- One (1) original and three (3) printed spiral bound color copies of your proposal not including the cost proposal; and
- One (1) electronic copy of your proposal, not including the cost proposal, in PDF format on flash drive or other electronic media
- One (1) cost proposal that shall be submitted in a separate sealed envelope identified by the name of the firm and "Cost Proposal"

Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.

Proposals shall be submitted ONLY to:

City of Suisun City—Building Division

Attention: John Kearns, Principal Planner

701 Civic Center Boulevard

Suisun City, CA 94585

Faxed and/or emailed proposals will not be accepted.

The City shall not be responsible for proposals delivered to a person or location other than that specified herein. Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions. The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity. All costs associated with proposal preparation shall be borne by the proposer.

3 SECTION III – EVALUATION OF RESPONSES

3.1 SELECTION PROCESS

Award of the RFP shall be made to the responsible proposer(s) whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in the RFP section 3.2.

Proposals submitted will be reviewed by a selection committee. Firms that have submitted the best and most complete proposals may be invited to an interview. The number of Firms that may be invited to an interview may vary depending upon the number of proposals submitted.

Should the City elect to conduct interviews with any proposers although not anticipated, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Communication Style, b) Experience/ Quality, c) Ability to meet the City's required services

One or more Firms may be selected. The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Firm might propose.

Contracts will be negotiated with the Firm(s) considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with one of the City's choices, negotiations may be terminated.

The selected Firm(s) will be required to execute a City prepared contract as provided in Attachment 4.1. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City approval and the availability of funds. City staff may not legally bind the City to a contract.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.

Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.

A City of Suisun City business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

3.2 EXAMINATION OF PROPOSAL DOCUMENTS

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s):

Evaluation Criteria	Weight
Experience and qualifications of firm (per Section 2.1.3, A & B)	50%
Understanding of the Services Proposed – Proposed Services Plan (per Section 2.1.3, C)	35%
Completeness of proposal and any supporting documents	15%

Each candidate submitting a response to this Request for Proposals acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate's sole expense. In addition, each Firm acknowledges and agrees that all documentation and/or materials submitted in response to this request shall remain the property of the City.

The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. The selection committee will make a recommendation to the approving authority.

4 SECTION IV – LIST OF ATTACHMENTS

4.1 SAMPLE CONTRACT

CITY OF SUISUN CITY
PROFESSIONAL SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into on _____ 2024 by and between the CITY OF SUISUN CITY, a municipal corporation (“City”) and _____ (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 et seq. and California Code of Regulations, Title 8, Section 16000 et seq., and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 et seq. and 1810 et seq., and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of \$_____ (_____ Dollars) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category),

travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance

of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for additional one-year terms.]

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. _____ [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

- (e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
- (f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- (h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- (l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all

agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from or related to Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful misconduct. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.
- (b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.
- (c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.
- (d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Solano, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed

with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this

Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Blvd., Suisun City, CA 94585, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures On The Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

Bret Prebula, City Manager

ATTEST:

Anita Skinner, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Elena Q. Gerli, City Attorney

CONSULTANT:

By: _____

Name:
Title:

By: _____

Name:
Title:
Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	
<input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	

-	
_____	SIGNER(S) OTHER THAN NAMED ABOVE
-	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	TITLE OR TYPE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	NUMBER OF PAGES
- - -	DATE OF DOCUMENT
	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A.
- B.
- C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A.
- B.
- C.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A.
- B.
- C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A.
- B.
- C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.**
- B.**
- C.**

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

END OF SAMPLE CONTRACT

5 SECTION V – LIST OF EXHIBITS

5.1 SCOPE OF SERVICES

This professional services contract will enable the City of Suisun City to obtain professional and technical assistance on short notice on an as-needed basis from the selected consultants. At its discretion, the City of Suisun City intends to select one or more firms with whom the City of Suisun City will contract for services on an as-needed basis.

The City of Suisun City will appoint designated consultants to provide contract support services under the direction of the Development Services Director. The consultants must be able to provide a broad range of specialized engineering or construction services and staff to complete task project orders issued by the City of Suisun City by direct assignment of its own personnel, including, but not limited to, consultation, planning, administration, specialized analytical studies, construction support, and other miscellaneous municipal report writing.

Task project orders may be directly assigned to the selected consultant or assigned after review of competitive letter proposals from the selected firms who will be on contract with the City of Suisun City. The task project may include, but is not limited to:

I. Administrative Duties

- When directed, attend staff level meetings with City staff, public officials, community leaders, developers, contractors and the general public.
- When directed, review and provide written comments on land development matters, and construction plan review.
- When directed, provide technical advice to City personnel related to all matters of engineering, including but not limited to Disabled Access, current building code requirements, State and Federal regulations, and structural engineering.

II. Geotechnical Engineering

- Provide professional geotechnical services for peer review of soils reports and analysis for the Building Division.
- Provide review, technical advice and recommendations to the Building Division.

III. Plan Check Services

Upon award of a contract the consultant shall perform front counter administrative services, counter permit technician services, plan review services, and/or field inspection services as requested.

- When directed, as a City agent, receive and process requests for inspection services.

- When directed, as a City agent, provide construction and maintenance observations associated with work performed within City limits. When directed, review for compliance construction plans, documents, engineering and specifications.
- Plan check shall be performed at the consultant's offices unless space is available at the City office and arrangements have been made for a location other than the consultant's office.
- Consultant shall assign personnel who are professionally qualified to perform commercial and/or residential construction document plan review as determined by the City. Non-Residential plan reviews including Multi-Family Dwellings shall be reviewed for accessibility compliance by a Certified Access Specialist (CASp).
- Consultant shall designate one individual as the responsible contact for all communications between the City and consultant.
- Consultant shall furnish assigned personnel with all necessary materials, resources and training to conduct plan review, including a current copy of applicable City amendments, policies, procedures, ordinances and forms.
- Plan review approval shall not be recommended to the City until ALL code compliance issues are resolved to the best of consultant's knowledge and all permit issuance requirements of the City Building Division and Community Development Department are satisfied. Consultant shall contact City if there are questions or other arrangements are requested.
- Consultant shall pick up all documents to be reviewed from the City of Suisun City City Hall located at 701 Civic Center Boulevard, Suisun City, CA (until the City is set up for electronic plan review and submittals, at which time document retrieval and submission shall be electronic). Consultant shall conduct each plan review in a timely manner and within time-frame guidelines established herein. Upon completion of each plan review, the consultant shall return the reviewed documents to the City and provide an electronic and hard copy of the plan review comments. Upon completion of the plan review where approval of the documents is recommended, the consultant shall provide two (2) complete sets of all final review documents annotated as approved to the City of Suisun City, Building Division. A complete and final invoice for the project being recommended shall be provided with the returned document/plans. A building data sheet including occupancy classification, occupancy load, type of construction, is the building equipped with fire sprinklers, number of stories, building area by floor and covered porch area. shall also accompany the returned documents. Ongoing multiple services can be invoiced monthly.
- Consultant shall provide electronic plan review when requested by the City.
- Plan review comment letters shall be completed in an approved format and provided to the City.

- Consultant to provide a weekly status report on all City plan review projects in progress.
- Consultant shall conduct and coordinate all communications with the City's representative. As directed, Consultant shall send a copy of the plan review comments to the designer of record for the project and respond to designer questions. The consultant shall not contact the applicant when plans are approved. The City will notify the applicant when the permit is ready to issue.
- Code interpretations are subject to final review and approval by the Chief Building Official. All plan review comments are subject to the review of the City as requested.
- Consultant shall be available within one (1) business day to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.

IV. Field Inspection Services

- a. All field inspections shall be performed through the City's Development Services Department, Building Division and under the direction of the Development Services Director or other designated staff.
- b. Consultant shall assign personnel who are professionally qualified as determined by the City to perform commercial and/or residential construction inspection or Accessibility inspection. All materials, resources, tools, iPads, phones and training shall be supplied by the consultant.
- c. Projects under construction by permit from the City shall be inspected for compliance with adopted State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City and as designated by the City as well as other Codes and regulations adopted by City Ordinance. This shall include policies and interpretations of said Codes adopted by the City.
- d. Consultant is expected to work out of Suisun City Hall on days inspections are conducted.

V. Other Professional Services

- a. Provide On-call Chief Building Official services, as-needed.
- b. Provide other professional services as authorized by the City.
- c. Provide permit technician assistance with customers at the Building Counter, including plan intake, assistance with questions on building code requirements, etc.
- d. Undertake over the counter plan review at specified times, when requested.

VI. Availability

- a. The contractor is expected to perform the plan review requirement under the assigned agreement by the City. Prior approval by the City is required for any and all project changes.
- b. The expected response time for the contractor to return a list of comments to the City or provide approval to the City for all plan review projects from the day of authorization by the City is ten (10) working days on the first review, and five (5) working days on subsequent reviews. On larger projects (new commercial buildings, multi-family buildings) fifteen (15) working days on the first review, and ten (10) working days on subsequent reviews when agreed to in advance by the City.
- c. List a typical notification time required for the contractor to provide inspection staff for the City.
- d. Indicate the availability of the contractor's staff to discuss projects and technical data via phone, or other means with the City's staff, design team and/or construction team.

5.2 PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I hereby propose to furnish the services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Suisun City ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

_____ Sole Proprietorship _____ Corporation _____ State of Incorporation

_____ Partnership _____ Limited Liability Company