



REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES

FOR THE
CITY OF BELVEDERE
PUBLIC WORKS DEPARTMENT

MAY 2024

City Contact:
Antony Boyd
Public Works Director

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I. INTRODUCTION & BACKGROUND

The City of Belvedere is requesting proposals from qualified and experienced Engineering firms to provide staff augmentation services associated with engineering design, project delivery, and development review within the Public Works Department. The City intends to issue a three-year contract with the option to renew at the end of the third year for up to two additional years.

Belvedere is a unique residential community of approximately 2,400 residents located in Marin County, just north of the Golden Gate Bridge, at the southern tip of the picturesque Tiburon Peninsula. The Public Works Department is responsible for the design and construction of projects to rehabilitate, upgrade and expand the City's public infrastructure, maintain infrastructure, and review and approve public facets of residential and commercial development projects. Staff take a proactive approach to improving the City's infrastructure to protect public health and safety and enhance the quality of life for Belvedere's residents. Typical projects and services include street resurfacing and reconstruction, retaining wall upgrades and repairs, concrete stair repair and construction, park improvements, electric vehicle charging station facilities, drainage improvements and more.

The City seeks a firm of qualified engineers, technicians and managers to seamlessly collaborate with Public Works staff in all aspects of maintenance and CIP projects, including preliminary investigation, permitting, design and construction management. In addition, the selected firm may be requested to provide peer review services on engineering aspects of development projects. At the City's discretion, a selected firm may complete relevant tasks either off-site or in-house depending on the type of work and space constraints.

II. TERM/PROPOSED AGREEMENT

The term of the agreement is thirty-six months, with an extension of up to twenty-four months, at the City's discretion. The City's Professional Services Agreement, including the City's Insurance Requirements, is attached to this Request for Proposals (RFP) as Attachment A.

III. SCOPE OF SERVICES

The City's use of engineering services is on an as-needed basis so that if there is no demand, services will not be requested. No minimum amount of work is guaranteed under this agreement. Compensation will be based on time and materials. The scope of work includes, but is not limited to, the following:

- Provide staff and services on an as-needed basis.

- Provide a full range of engineering services including preliminary studies and analysis, land surveying, design drawings and specifications, quantity calculations and engineer's estimates, inspections, public outreach, and other professional services.
- Solicitation for and facilitation of contracting with design firms, consultants and contractors related to maintenance and CIP projects.
- Reviewing, commenting, and approving construction plans and specifications developed by design firms.
- Issuing requests for bids, managing the bid process and bid opening procedures.
- Providing project management through the completion of the project, including making on site visits, reviewing submittals, responding to RFI's, drafting change orders and reviewing pay estimates.
- Being available for phone calls or meetings to confer with design firms, construction management firms, contractors, stakeholders and City staff.
- Providing materials for, assisting with, providing and presenting staff reports.
- Other tasks as assigned by the City.

IV. GENERAL QUALIFICATIONS

The selection criteria will include, among others, firm integrity and professionalism, compliance with public policy, a track record of at least seven years of past performance in municipal public works services augmentation, and financial and technical resources to provide the requested services. The ideal firm will possess the following qualifications:

- *License or Certificate*: This scope of service requires that all services be performed under the overall supervision of an experienced Professional Engineer licensed in the State of California who will be directly responsible for quality assurance and control of unlicensed staff assigned to projects.
- *Sufficient Staff*: Maintain qualified, experienced, and certified staff in the relevant areas of service. Provide adequate supervision of an augmented staff to maintain quality control.
- *Knowledge of*: Terminology, methods, practices, and techniques of municipal infrastructure project design and delivery, plan review, land surveying, construction management and coordination; strong verbal and written communication skills and customer service techniques; applicable federal, state and local codes, standards and specifications.

- Ability to: Read and understand construction plans, details, calculations, reports, specifications; analyze and apply relevant codes, standards and policies; understand and follow oral and written instructions; communicate clearly and effectively, orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

V. PROPOSAL REQUIREMENTS

Extensive and elaborate proposals are discouraged. Complete and concise proposals are desired and shall include:

1. Cover Letter/Letter of Intent. The cover letter shall be addressed as described below and must contain the following:
 - Identification of firm, including name, address and telephone number.
 - Name, title, address, and telephone number of contact person during period of proposal evaluation.
 - A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of proposal deadline.
 - Signature of a person or persons authorized to bind the firm to the terms of the proposal.
2. Statement of Qualifications and Interest. Describe firm's background and principals' education, training, and experience. Describe relevant public-sector experience, including similar work of same or greater scope and volume for other public agencies, as well as previous projects and present relationships with the City.
3. Description of persons and resources committed to providing these services. Provide resume and other background information regarding the individual or individuals who will serve as project managers and describe all other staff resources that will be assigned to the City. Provide description and estimate of technological and other resources and facilities needed to provide the services. Please include the number of qualified personnel your firm employs, and the extent to which work may be subcontracted.
4. Understanding and Approach. Provide a statement demonstrating the firm's understanding of the proposed services and describe its approach in detail to implementing the services as outlined in the Scope of Services above.
5. Cost Proposal to perform the Scope of Services. Provide a fee schedule with a breakdown of fully burdened rates for each classification identified in Item #3 above.

6. Stability and Ability of Firm. Provide evidence of the firm's financial stability, such as current financial statements.
7. Workload. Describe the firm's present and anticipated workload in the next 36 months, and the firm's capacity to provide the proposed services.
8. References. Provide complete contact information for at least three public agency clients with whom the firm has performed similar work of same or greater scope and volume within the past three years.
9. City Standard Agreement (PSA). Statement indicating the firm has reviewed the City's Standard Agreement (Attachment A), and all attachments thereto, and is able to meet the Standard Agreement's requirements; identify exceptions to the terms of the Standard Agreement, if any; if no exceptions taken, state none.

Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under California Law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of California except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by California and Federal Law and marked in bold "**Confidential.**"

The fact that the Proposer marks Information in its proposal as "Confidential" does not necessarily mean that the information is exempt from public disclosure. Upon the receipt of a request for public records under the California Public Records Act (Government Code sections 6250, *et seq.*), the City will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Proposers are cautioned that improperly marked proposals are subject to disclosure in their entirety, without any independent review by the City and without notice to the Proposer. If a Proposer fails to identify information in a proposal that the Proposer believes is exempt from disclosure, the Proposer waives any future claim that such information is exempt from public disclosure.

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

VI. CERTIFICATION REQUIREMENTS

Attachment B, Debarment and Suspension Certification, must be completed and submitted with the Firm's proposal.

Attachment C, Anti-Lobbying Certification, must be completed and submitted with the Firm's proposal.

VII. EVALUATION CRITERIA AND PROCESS

In addition to the general qualification set forth in Section IV, proposals must fully address the requirements of this RFP, including sufficient information to verify that proposers possess the qualifications and experience necessary to provide responsive and professional services on behalf of the City.

Proposals will be evaluated by a selection committee comprised of City staff, based on but not necessarily limited to the following criteria:

- Quality of Proposal as described in Section V. Proposal Requirements.
- Understanding and Approach.
 - This includes demonstrated knowledge of the work required, explanation of the key components, best practice processes, and internal measures for quality control and timely completion of project.
- Qualifications and experience of the proposed team members for the requested services.
 - This includes the team's qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart. An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the City's need for engineering services, the general level of experience at all levels of delivering CIP projects, the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.
- Quality of the organization.
 - Including firm integrity and compliance with public policy, financial and technical resources to provide the requested services, and ability to

provide appropriate staff with licenses and certifications to perform the services.

- Demonstrated success in providing services of a similar nature in a similar context/setting.
 - This includes a record of producing quality product on similar projects on time and within budget, as well as the applicable experience of the proposed assigned staff, within a local government context of a size and scope similar to that of the City of Belvedere.
- Proximity to Belvedere.
 - The application of this criteria shall include an assessment of the geographic proximity to the City; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that location will have on price and the ability of work to be expedited on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.
- Exceptions, if any, to the City's Standard Agreement. The City will not negotiate provisions not objected to in a proposal; and
- Proposed Cost.

The City plans to negotiate with the most qualified firm or firms. The City reserves the right to amend this RFP in writing at any time, in its discretion. The City also reserves the right to cancel or reissue the RFP in its sole discretion. The City reserves the right to reject any and /or all proposals in its discretion and the right to waive minor irregularities in any proposals. Additionally, the City may seek clarification or additional information from proposers. The City will not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City after all service delivery models and proposals have been evaluated. This RFP does not commit the City to award an agreement, to pay any costs incurred in the preparation of a response to the RFP, or to issue any set number or value of projects under the Standard Agreement with any selected proposer(s).

VIII. SUBMITTAL INSTRUCTIONS

Proposers shall submit Items 1-9 in *Section V Proposal Requirements*, as well as completed and signed Attachments B and C as instructed in *Section VI Certification Requirements*, through a sealed proposal and shall indicate the *Project Lead/Designated Contact* in the proposal package. Include the designated contact individual's name, address, phone number(s) and email address. The proposal shall be signed by individual(s) authorized to execute legal documents on behalf of the proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Proposals must be clear, succinct, and not exceed 40 pages or 20 sheets of 8 1/2" x 11" paper of no less than 12-point font. Responses must follow the format outlined herein. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Sections should be tabbed to identify the location of the required information.

No oral interpretations will be made by the City to any firm as to the requirements of this RFP.

Three (3) printed, sealed copies must be submitted no later than 3:00 p.m., PST, on Wednesday, May 15, 2024, at the following address:

Antony Boyd, Public Works Director
450 San Rafael Ave
Belvedere, CA 94920
aboyd@cityofbelvedere.org

Late proposals will not be considered under any circumstances.

IX. TENTATIVE PROPOSED SELECTION SCHEDULE

Request for Information/Questions Due Date	Wednesday May 8, 2024 at 3:00PM
Proposals Due Date	Wednesday May 15, 2024 at 3:00PM
Interviews (if needed)	Week of May 27, 2024
Award of Agreement	Week of June 3, 2024
Projected Agreement Start Date	Monday July 1, 2024

X. QUESTIONS AND PROTEST

For information concerning the RFP or its procedures, interested parties may contact:

Antony Boyd, Public Works Director
450 San Rafael Ave
Belvedere, CA 94920
aboyd@cityofbelvedere.org, (415) 435-3838

All Proposers are responsible for checking the City website for any additional information issued and/or Addenda that may be issued. The final date for questions is 3:00PM, on Wednesday May 8, 2024.

Answers to questions and Addenda shall become a part of this RFP.

The City desires to foster cooperative relationships with Vendors and to reach a fair agreement in a timely manner.

Vendors may file a “protest” to an RFP with the City’s Public Works Department via email to Antony Boyd, aboyd@cityofbelvedere.org, In addition, please call City Hall at (415) 435-3838 to confirm protest receipt.

For the City to consider the protest to be valid, the protest must:

- Protest to RFP process must be filed in writing within five (5) business days of the RFP issue date. A second protest period is allowed for the issuance of the Agreement. Protests for this period must be received in writing on or before 5:00 PM PST of the third business day following the posting of Bid Results/Notice of Intent to Award.
- Clearly identify the specific irregularity or accusation.
- Clearly identify the specific City staff determination or recommendation being protested.
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and include all relevant supporting documentation with the protest at time of filing.
- If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City’s Purchasing Agent shall review the basis of the protest and all relevant information.

The Public Works Department will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision of the Public Works Director, or her/her designee, is final and the City will consider no further appeals.

Questions related to the proposal must be submitted via email to the address above by Wednesday May 8, 2024 at 3:00PM. Questions submitted after that time may not be answered by the City.

ATTACHMENTS:

Attachment A- City Belvedere Professional Services Agreement (Standard Agreement), including:

Exhibit 1 - Insurance Requirements

Attachment B, Debarment and Suspension Certification, must be completed and submitted with the Firm's proposal.

Attachment C, Anti-Lobbying Certification, must be completed and submitted with the Firm's proposal.

CITY OF BELVEDERE

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Belvedere (the "City"), and _____ a ("Consultant"), collectively the "Parties".

RECITALS

A. The City has determined that it requires the following professional services from Consultant: [*briefly describe services.*]

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. The City desires to retain Consultant as an independent contractor and Consultant desires to serve the City to perform said services pursuant to the terms and conditions of this Agreement.

AGREEMENT

The Parties hereby agree as follows:

1. PROJECT COORDINATION.

A. City. The City Manager shall be the representative of the City for all purposes under this Agreement. The [*Public Works Director, Finance Director, etc.*] is hereby designated the Project Manager for the City, and the Project Manager shall supervise all aspects of the progress and execution of this Agreement.

B. Consultant. Consultant shall assign a single Project Director to have overall responsibility for the progress and execution of this Agreement for Consultant. _____ is hereby designated as the Project Director for Consultant. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Director for any reason, Consultant shall notify the City within ten (10) business days of the substitution, subject to the approval of the Project Manager.

2. DUTIES OF CONSULTANT.

A. Consultant shall perform the services identified in the Scope of Services more particularly described in Exhibit "A" incorporated herein. Exhibit A is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of a conflict between this

Agreement and any Exhibit or other document relating to the scope of services or payment, the terms of this Agreement shall control.

The City may request in writing changes to the Scope of Services. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Consultant shall at all times faithfully, competently, and to the best of Consultant's ability perform all duties under this Agreement. Consultant shall employ generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

C. Consultant shall not employ any other consultants, subconsultants, experts, or contractors without the prior written approval of the City. Notwithstanding the foregoing, the City shall not be obligated or liable for payment hereunder to any other party other than Consultant.

D. The time of performance of the services under this Agreement is of the essence, and all time deadlines identified or referred to in this Agreement shall be strictly construed.

3. COMPENSATION.

A. As full compensation for the services provided under this Agreement, the City shall pay consultant at the rates set forth in the approved Fee Schedule attached hereto as Exhibit "B" incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. In no event shall compensation paid to Consultant exceed a total of \$_____, unless agreed to in writing by the City. All payments are subject to budget appropriations, Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are different from and/or in addition to those set forth herein, unless such services are authorized in advance and in writing by the City Manager.

Except as specifically stated in Exhibit B the payments shall constitute all compensation to Consultant for all costs of services, including but not limited to, direct costs of labor of employees engaged by Consultant, travel expense, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

B. Consultant shall submit monthly invoices for actual services performed. Each invoice shall itemize services rendered during the billing period and the amount due. The City shall pay all undisputed amounts within thirty (30) calendar days of receipt of each invoice. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on

the invoice.

4. TERM OF AGREEMENT.

The term of this Agreement shall be for [] months commencing on _____ and ending on _____. *[If desired, add: "If approved by the City Manager, the term of this Agreement may be extended for an additional period of [] months, with no change in rates."]*

5. TERMINATION.

A. Either Party may terminate this Agreement for cause upon fifteen (15) days' written notice mailed or personally delivered to the other Party and the notified Party's failure to cure or correct the cause of the termination to the reasonable satisfaction of the Party giving such notice, within said fifteen (15) day time period. Upon receipt of notice of termination, neither Party shall incur additional obligations under this Agreement without the prior written consent of the other. The City reserves the right to terminate all or part of the Agreement for convenience upon reasonable written notice to Consultant. In such case, the City will owe Consultant payment for the work satisfactorily performed prior to termination. A waiver by the City of any breach of any Agreement provision shall not be deemed a waiver of any subsequent breach.

B. Upon termination, any and all City documents and other materials provided to Consultant, and any and all of Consultant's documents and other materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the City as soon as possible, but not later than thirty (30) days after termination. After receipt of said materials, the City shall pay Consultant for the services performed as of the effective date of the termination.

C. City shall have the right to temporarily suspend Consultant's performance in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

6. WORK PRODUCT/ PRE-EXISTING WORK PRODUCT OF CONSULTANT.

Any and all work product resulting from this Agreement, including but not limited to all work covered by the Visual Arts Rights Act of 1990 as it may be amended from time to time, is commissioned by the City as a work for hire. The City shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. The Consultant retains the right to use any of the work product resulting from this Agreement for internal marketing purposes. The Consultant waives the right to challenge the validity of the City's ownership of the art subject to this agreement because of any change or evolution of the law.

To the extent Consultant incorporates into the work product any pre-existing work product owned by the Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the City.

Consultant shall fully defend, indemnify and hold harmless City, its officers, agents employees, volunteers and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. This obligation shall survive any termination of this Agreement.

7. INSPECTION AND AUDIT.

Consultant shall maintain complete and accurate records with respect to all services provided under this Agreement including sales, costs, expenses, receipts, and other such information that relates to the performance of this Agreement in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Upon reasonable notice, Consultant shall make available to the City or its agent for inspection, audit, and/or copying, all documents and materials maintained by Consultant in connection with its performance of its duties under this Agreement. Consultant shall fully cooperate with the City or its agent in any such audit or inspection. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

8. INSURANCE.

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement by reference.

9. INDEMNIFICATION.

A. Consultant shall indemnify, release, defend with counsel selected by the City, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation arising out of Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole or active negligence or willful misconduct, of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, Consultant shall provide a defense to the City indemnitees by counsel selected by the City, or at the City's option, reimburse the City indemnitees their costs of defense, including

reasonable attorneys' fees, incurred in defense of said claims.

B. Where the services to be provided by Consultant under this Agreement are design professional services to be performed by a design professional as that term is defined under California Civil Code section 2782.8, as may be amended from time to time, Consultant shall, to the fullest extent permitted by law, indemnify, release, defend, and hold harmless the City its officers, employees, and agents against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorneys' fees, that arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of its duties and obligations under this Agreement, except for such loss or damage arising from the City's sole or active negligence or willful misconduct.

10. RELEASE OF INFORMATION.

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City advance notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or subconsultants 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 person or party regarding this Agreement and the work performed hereunder. The City retains the right, but not the obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not indicate the right by the City to control, direct, or rewrite said response.

11. CONFLICT OF INTEREST.

A. Consultant covenants and represents that neither it, nor any principal of its firm, has, or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the City or that would in any way hinder Consultant's performance under this Agreement. Consultant further covenants and represents that in the performance of this Agreement, no person having any such conflicting interest shall be employed by it as an officer, employee, agent, or subcontractor without the express prior written consent of the City. Consultant agrees to at all times avoid

conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of this Agreement.

B. Consultant shall comply with the requirements of the Political Reform Act, California Government Code sections 87200 *et seq.*, and comply with the conflict of interest provisions of the Political Reform Act that generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The individuals who will provide services or perform work pursuant to this Agreement are "Consultants" within the meaning of the Political Reform Act who make government decisions or who serve in a staff capacity. Thus, Consultant must, within 30 days after execution of the Agreement ensure that all individuals, subject to filing requirements, file with City the appropriate Statements of Economic Interests.

C. The above Statements of Economic Interest are public records subject to public disclosure under the California Public Records Act. City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

12. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO THE CITY:

Project Manager
City of Belvedere
450 San Rafael Avenue
Belvedere, CA 94920

TO CONSULTANT:

Project Director

13. SET-OFF AGAINST DEBTS.

Consultant agrees that the City may deduct from any payment due to Consultant

under this Agreement, any monies that Consultant owes the City under any ordinance, agreement, contract, or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

14. COSTS AND ATTORNEYS' FEES.

The prevailing Party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorneys' fees expended in connection with such action.

15. CITY BUSINESS LICENSE / OTHER TAXES.

Consultant shall obtain and maintain during the duration of this Agreement, a City business license as required by the Belvedere Municipal Code [*or CONSULTANT is exempt for the business license requirement of the Municipal Code because* _____]. Consultant shall pay any and all state and federal taxes and any other applicable taxes. The City shall not be required to pay for any work performed under this Agreement, until Consultant has provided the City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

16. GENERAL PROVISIONS.

A. Nondiscrimination. No discrimination shall be made in the employment of persons under this Agreement because of race, national origin, ancestry, religion, gender or sexual orientation or identity, disability, or any other legally protected status.

B. Independent Contractor. Consultant and the City expressly agree that the status of Consultant, its officers, agents and employees, and any subcontractors, are that of an Independent Contractor and not that of an employee of the City.

C. Compliance with Laws. Consultant and any subcontractors shall comply with all federal, state, and local laws or orders in the performance of this Agreement. Unless the compensation amount under this Agreement is less than \$1,000, the Agreement is subject to all applicable requirements of California Labor Code section 1720 *et seq.*, including but not limited to prevailing wage requirements, and Government Code section 1090 and the Political Reform Act, Government Code sections 81100 *et seq.*

In performing services under the Agreement during a declared statewide or local emergency, Consultant shall comply with all recommendations issued by federal, state and/or local health officials to protect the health and safety of Consultant's employees and agents, the City's employees and agents, volunteers and the general public.

D. Modification. This Agreement may only be modified by the prior written agreement of the Parties.

E. Assignment and Successors. Consultant may not assign its rights or obligations under this Agreement, in part or in whole, without the City's prior written consent. This Agreement is binding on Consultant's and the City's lawful heirs, successors, and permitted assigns.

F. Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

G. Governing Law and Venue. This Agreement will be governed by California law and venue will be in the Superior Court of Marin County, and no other place.

H. Integration; Severability. This Agreement and the Exhibits incorporated herein, constitute the final, complete, and exclusive terms of the agreement between the City and Consultant. If any provision of the Agreement or Exhibits, or portion of a provision thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Agreement and Exhibits will remain in full force and effect.

I. Counterparts and Electronic Signature. This Agreement may be executed by electronic signature and in counterpart original. The Parties agree that this Agreement and any Amendment may be transmitted and signed by electronic mail by all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

J. Waiver. The waiver by the City or Consultant of any breach of any term or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition. No term, covenant, or condition of this Agreement shall be deemed to have been waived by the City or Consultant unless in writing.

K. Interpretation. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings.

17. COVID RELEASE.

Consultant and its officers, employees and agents hereby waive and release, without limitation, City and its predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, attorneys, employees, volunteers and assigns from any and all liabilities, claims, demands, damages, acts or omissions, obligations and causes of action of every nature, kind and description, in law, equity, or otherwise, arising from or related to any injury or illness sustained due to exposure to COVID-19.

18. COVID VACCINATION REQUIREMENT

All personnel assigned to perform services in which they will or may have contact with City officers, employees, volunteers or members of the public whether inside a building or outside on public or private property pursuant to this Agreement shall be required to be fully vaccinated.

Fully Vaccinated” and “Full Vaccination” mean two weeks after completing the entire recommended series of vaccination with a vaccine authorized to prevent COVID-19 by the FDA, including by way of an emergency use authorization, or by the World Health Organization (WHO).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF BELVEDERE

CONSULTANT

By: _____

Robert Zadnik, City Manager

Name: _____

Title: _____

Exhibit 1

Insurance Requirements

Consultant will, at all times under this Agreement, maintain the insurance coverage required herein to cover the activities of Consultant and any subcontractors relating to or arising from performance of the Scope of Services. Each policy must be issued by a company licensed to do business in California. Consultant must provide the City with certificates of insurance and required endorsements as evidence of coverage before the City authorizes Consultant to proceed with any work.

A. Workers' Compensation. Statutory coverage is required by the California Workers' Compensation Insurance and Safety Act. If Consultant is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure.

B. Liability. Commercial General Liability ("CGL") Coverage insurance issued on an occurrence basis, including coverage for liability arising from Consultant or its subcontractor's acts or omissions in performing the Scope of Services, including Consultant's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate.

If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of Consultant's performance of services under this Agreement. Where Consultant is a professional not required to have a professional license, the City reserves the right to require Consultant to provide professional liability insurance pursuant to this section.

C. Automotive. Commercial automotive liability coverage for owned, non-owned, and hired vehicles must provide coverage of at least \$2,000,000 combined single limit per accident for bodily injury, death, or property damage.

D. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the City or the City's insurers.

E. Required Endorsements. The CGL policy and the automotive liability policy must include the following specific endorsements:

1. The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all

liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

2. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

3. The insurance provided is primary and no insurance held or owned by the City may be called upon to contribute to a loss (“primary and non-contributory”).

4. Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance will be called upon to protect it as a named insured.

5. This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Request For Proposal. Signing this Request For Proposal on the signature portion thereof shall also constitute signature of this Certification.

CERTIFICATION REGARDING LOBBYING

The prospective participant certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503