

REQUEST FOR PROPOSALS

for

Design and Construction Services for the Petaluma Police Department Facility Remodel Project



CITY OF PETALUMA
PUBLIC WORKS & UTILITIES DEPARTMENT

Issued: June 19, 2023

Proposal Deadline: 5:00 PM, July 31, 2023

Diane Ramirez, Project Manager
dramirez@cityofpetaluma.org

**CITY OF PETALUMA
REQUEST FOR PROPOSALS**

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CITY OF PETALUMA REQUEST FOR PROPOSALS

The City of Petaluma (the “**City**”) requests proposals from architectural and engineering design teams (individually, the “**Respondent**” and collectively, the “**Respondents**”) with experience and expertise in Public Safety Facility design to provide programming and design services, construction documentation and technical specification, bidding support services, and construction administration services for the Petaluma Police Department Facility Remodel Project in Petaluma, CA.

1. PROJECT BACKGROUND

The City of Petaluma is a charter city located in Sonoma County, with an estimated population of 60,000. The building currently housing the City of Petaluma Police Department was built in 1968 and is approximately 9,500 square feet. It was originally home to a mortuary until 1985 when the building was renovated to allow for police department occupancy.

Key aspects of employee serviceability such as locker rooms with adequate space and storage, updated restrooms and showers, a designated fitness room, additional offices and meeting and training areas are long overdue to meet current needs. This remodel will address these key elements for employee health and comfortability but does not intend to renovate the entire facility. This project scope will update a portion of the current building until a new facility can be built.

This remodel aims to focus on, but is not necessarily limited to, demolishing the holding cells to allow for expansion of the existing bathrooms and locker rooms with the intent to add a training/fitness room. The expansion of office space could take place within the exterior atrium and covered storage areas outside of the existing office space. The existing holding cells are approximately 1,062 square feet. They currently do not meet the Board of State Community Corrections (BSCC) standards and have not been in use since 2019. When holding cells are needed, the department transfers detainees to Sonoma County Main Adult Detention Facility located in Santa Rosa. The adjacent Sally Port is an important component to the Department because it enhances security during detainee transfer.

In the summer of 2019, minor renovations were made to the men’s locker room, adding new lockers both inside and outside the building.

Recently, the City of Petaluma Police and Fire Departments have contributed jointly to a Public Safety Facilities Assessment and Master Plan process. The outcome of this process will establish the gross square footage and siting requirements for an additional Fire Station and possible shared Public Safety facility. This process has incorporated a brief analysis of the current Police Station illustrating the expansion opportunities at the current site.

2. OVERVIEW OF SERVICES

A. Summary. The City is seeking architectural and engineering design services expertise and experience in Public Safety Facilities design through a

comprehensive, imaginative, sustainable, accessible, inclusive process, with a multidisciplinary team including structural, mechanical and geotechnical engineering, project permitting and construction support.

B. Form of Agreement. A copy of the City’s standard Professional Services Agreement (the “**Agreement**”) is attached hereto as **Attachment A** and incorporated herein. By submitting a proposal, the Respondent agrees to enter into the Agreement with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a PROPOSAL, the Respondent represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and the Respondent agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the Request for Proposals (the “RFP”), the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Diane Ramirez at dramirez@cityofpetaluma.org by **3:00 PM, July 14, 2023** (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. Is scheduled for **July 10, 2023 at 10:00AM**. Prospective respondents are encouraged to attend the site visit on the scheduled date. The Police Department address is 969 Petaluma Boulevard North, Petaluma, CA 94952.

C. Submittal Instructions. PROPOSALS must be **received** by the City by or before **5:00 PM, July 31, 2023** (the “**PROPOSAL Deadline**”). The Respondent must submit one (1) electronic copy of the PROPOSAL via email, with subject line “PROPOSAL for Police Department Facility Remodel Services.” The email must include the Respondent’s name, address and phone number and attach one electronic copy of the Proposal. Email PROPOSAL to:

Diane Ramirez, Project Manager at dramirez@cityofpetaluma.org

Note that the maximum receivable email size to the City servers is approximately **20 MB**. Proposals exceeding the maximum size shall be emailed via a downloadable link.

The Respondent shall be responsible for ensuring that the City has received the PROPOSAL no later than the PROPOSAL Deadline.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the PROPOSAL Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	June 19, 2023
Pre-Submittal Meeting	July 10, 2023, 10:00 AM
Request for Information Deadline	July 14, 2023, 3:00 PM
PROPOSAL Deadline	July 31, 2023, 5:00 PM
Interviews (if requested by City)	August 14-18, 2023
Notice of Selection	August 31, 2023
Council Approval and Award	September 11 2023
Notice to Proceed	October 2, 2023
Consultant Services	October 2023 - December 2025

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the RFP Deadline or to the Attachments to this RFP. Addenda will be posted on the City’s website at <https://cityofpetaluma.org/bid-opportunities-2/>. Each Respondent is responsible for checking the City’s website for addenda, and for reviewing all addenda before submitting its PROPOSAL.

4. PROPOSAL REQUIREMENTS

Each PROPOSAL must be submitted in compliance with the requirements of this RFP. Each PROPOSAL must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the PROPOSAL. PROPOSAL should not exceed 10 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a PROPOSAL, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitutes a firm offer to enter into the Agreement with the City, and the offer will remain open for 90 days following the PROPOSAL Deadline.

A. Cover Letter. Provide a brief cover letter that includes all the following information:

- (1) Respondent’s name, address, phone number, and website address;
- (2) type of organization (e.g., corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) contact information, including name, title, address, phone number, and email, of Respondent’s primary representative for purposes of this RFP; and
- (5) acknowledgement that the Respondent has read and understood the insurance requirements outlined in Attachment A, Section 24 and Attachment C, and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent’s Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including the total number of employees and offices, and identify the local office that will provide the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Respondent where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Respondent or its insurers within the last five years.

C. Experience. Provide three examples of work comparable to the services requested by this RFP, particularly with respect to services provided to other cities or public agencies. For each example provide (1) a brief description of the project scope and services provided, (2) Respondent's project responsibility, (3) the total project cost, (4) time period in which the services were provided, and (5) a brief statement of the Respondent's adherence to the schedule and budget for each project, and (6) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

Highlight project expertise and experience in establishing a rejuvenating workplace, incorporating staff health and wellness, integrating best practices for sanitary/antimicrobial locker room design and designated fitness areas, adaptive and multi-functional reuse of small spaces within limited area.

D. Project Team Staffing and Organization. Identify proposed team members and work they have completed on similar projects; include a proposed project organizational chart. List all applicable license numbers required to perform the Services. Describe current workload; available staff and resources; capacity and flexibility to meet schedules, including any unexpected work; and ability to perform on short notice and under time constraints.

List all subconsultants including contact information and areas of expertise. Briefly describe the roles of the prime consultant and subconsultants. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role and responsibility for each such subconsultant or subcontractor.

Identify by name and title Respondent's Key Personnel, including the proposed principal-in-charge and project manager(s) who will be assigned to provide the Services. Include a resume for each Key Personnel identified, with his or her education, training, and experience.

E. Proposed Approach. Include a brief description of your understanding of the project and services to be provided for the City of Petaluma. A narrative description shall be prepared for each task identified in the scope of work. A description of the

subtasks, which must be performed to complete the task, shall be included. All descriptions shall be of sufficient length to clearly convey that the proposer fully understands the scope of work.

F. Schedule. Include a schedule for delivery of each element including milestones. The schedule will include, at minimum, the following project steps with initiation and completion dates:

- Kickoff Meeting
- Preliminary Design Concepts
- 60%, 90% and 100% Design Submittals (including review periods)
- Permitting
- Bidding Period
- Estimated Construction Start and Completion Dates

G. Cost Proposal. The Respondent(s) will perform the services stated in the contract based on the final negotiated scope of work. For this RFP, provide a cost proposal consistent with the Scope of Services, including any additional tasks or subtasks the Respondent(s) deems important and appropriate to include. The Respondent(s) shall provide a 2023 and 2024 rate table for themselves as well as their subconsultants. The cost proposal shall include:

- A listing of tasks required to accomplish the proposed scope of services;
- An estimate of the labor hours for each position classification related to each task including level of effort;
- The proposed hourly fee schedule for calendar year 2023 and 2024;
- All other reimbursable fees and expenses (noting that the City does not pay for lodging, vehicles, and travel time);
- Assumptions upon which the estimate is based; and
- Mark-up on other direct costs (ODC), not to exceed five (5) percent

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5. EVALUATION

The factors that the City will consider in evaluating the Proposals are as follows:

Responsiveness to RFP, Completeness and Comprehensiveness	1-20 points
Understanding of Scope of Work to be Done, and Responsiveness to City's stated needs	1-20 points
Experience of the firm and key personnel designated on team providing similar services to other public agencies and municipalities.	1-20 points
Quality of proposed staff for work to be done.	1-20 points
Proposed Approach	1-20 points
Interview (at City discretion)	1-100 points

6. SELECTION AND AWARD

A. Review. PROPOSALS will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the PROPOSALS will be ranked based on total scores to identify the PROPOSAL that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews, either in person or remotely, with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent determined by the City, acting in its sole discretion, that offers the most advantageous PROPOSAL to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer for award of the Agreement to the Respondent that it determines to offer the most advantageous PROPOSAL. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at <https://cityofpetaluma.org/bid-opportunities-2/> and which may also be emailed to each Respondent that submits a PROPOSAL.

C. Protest Procedures. Any protest challenging the City's intended selection, or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to **Diane Ramirez** at dramirez@cityofpetaluma.org and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each PROPOSAL becomes the sole property of the City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its PROPOSAL. The City reserves, in its sole discretion, the right to reject all PROPOSALS, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a PROPOSAL or submission of a PROPOSAL. The City reserves the right to reject any PROPOSAL that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “Act”), and each PROPOSAL submitted to the City is subject to disclosure as a public record, unless the PROPOSAL or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its PROPOSAL is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a PROPOSAL, a Respondent agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the PROPOSAL or any portions thereof.

Attachments:

- Attachment A: Professional Services Agreement
- Attachment B: Scope of Services—Exhibit A
- Attachment C: Insurance Requirements—Exhibit B
- Attachment D: Prevailing Wage Information—Exhibit C
- Attachment E: Living Wage Acknowledgement and Certification—Exhibit D
- Attachment F: Police Department Site Map
- Attachment G: Police Department Facility Plan

Attachment A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ (“Effective Date”), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city (“City”) and _____, a _____ (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 25, Amendment, of this Agreement.
2. **Compensation; Business Tax Certificate.**
 - A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
 - B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$_____ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.

- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on _____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.
 - B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090

prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. . Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.

13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit _____, which is attached to and made a part of this Agreement.

19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit _____, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit _____ in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

And:

Phone: _____
Fax: _____
Email: _____

Contractor: _____

Phone: _____
Fax: _____
Email: _____

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.

23. **Indemnification.** A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with the Contractor’s performance of the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.

C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or

that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

26. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to

the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR

By _____
Name

Title

Address

City State Zip

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

Attachment B: Scope of Services—Exhibit A

Exhibit A:
SCOPE OF SERVICES

I. **PROJECT DESCRIPTION**

The City is seeking Architectural and Engineering Design services from a well-qualified firm or firms to provide the City with services for comprehensive design, structural and mechanical engineering, bidding support and construction administration for the Police Department Facility Remodel Project. All design work shall be done in accordance with City Standard Plans and Specifications, ADA Design Guidelines, and all applicable codes and standards recommended by the Consultant. Below is an outline of the required scope of services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

II. **SCOPE OF SERVICES**

The following list includes a description of the tasks to be performed by the consultant. **This list is not intended to be all-inclusive or limiting.** The Respondent will modify the tasks below to represent its approach to the Project.

The Consultant shall perform the following tasks:

A. Project Management

Provide project management services for quality control and administration of the work to include schedule adherence, agenda, and minutes for progress meetings, progress reports, monthly invoices, and overall budget tracking. The Consultant shall manage its team and overall project activities consistent with the direction from City staff to meet the project goals, schedule, and budget. The Consultant shall manage its sub-consultants, and both anticipate and mitigate potential design issues and delays to coordinate and update the City on the overall progress of the Project.

1. Organize and attend regularly scheduled project progress meetings with the City to discuss project progress, communicate and document project decisions, and to coordinate project activities. Additional meetings shall be held at key project milestones and shall include, but are not limited to:
 - a. Kick-off Meeting
 - b. Department Meetings
 - c. Preliminary Conceptual Design Evaluation Meeting
 - d. 60% Meeting
 - e. 90% Meeting
 - f. 100% Meeting
 - g. City Council Meeting
2. Coordinate with City, design team members, consultants, utility companies, stakeholders, community groups and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.

B. Programming / Preliminary Engineering and Design

Coordinate review of recently developed block diagrams from the Public Safety Facility Analysis. Schedule project informational interviews of Department staff to define facility needs and goals. Provide space analysis, block diagrams and adjacency diagrams to

illustrate and confirm the needs of the Department. Consult with various engineering disciplines to determine building deficiencies and potential systemic or structural limits that may constrain the project.

1. Meet with staff to obtain additional information and input as needed.
 - interview the Department staff and evaluate routine operations relevant to the project
2. Meet with staff to develop strategy for optimization of the building layout. The identified project goals are:
 - Restroom and locker room expansion, modification, and remodel.
 - Building expansion for office space and meeting/training rooms.
 - Addition of fitness room
 - Evaluate space saving options to maximize existing building footprint
 - Incorporate interior and/or exterior storage rooms
3. Evaluate any other requirements necessary to bring the existing facility in compliance with current building codes. (California Building Code, ADA, Police industry standards)
 - LED lighting retrofit.
 - Replacement of existing HVAC system and/or provide damper controls for individual offices.
 - Evaluate the building sprinkler system.
 - Inspect and recommend roofing repairs/replacement.
 - Evaluation of existing plumbing system.
4. Perform a thorough evaluation of deficiencies throughout the department (building, equipment, space requirements, infrastructure, public needs, staff needs, etc.)
5. Provide additional recommendations or analysis for completion of project not included in these tasks.

C. Design Development and Construction Documentation

Provide all necessary design services, including but not limited to landscape, civil, structural, mechanical, electrical and Information Technology design to develop 30%, 60% and 90% design sets for City review. Document preliminary construction cost estimate at 60% design progress and final construction cost estimate at 100% design completion. Provide all necessary Technical Specification sections for the work.

6. Perform all necessary assessment and investigations to determine the existing conditions and propose recommendations to the City for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable permits, codes and ordinances.
7. Consultant shall anticipate testing of existing soil that will be excavated to facilitate the installation of new infrastructures. Based on the soil test results, Consultant shall identify the appropriate disposal facility for soil off haul. Perform other geotechnical services as required. Provide any reports to the City.
8. Include required improvements for ADA site access, infrastructure, utilities, safety, and other considerations.
9. Evaluate existing mechanical, electrical, communications system and recommend improvements. The consultant may need to provide information about increased

facility energy usage to the City's consultant coordinating the emergency generator replacement.

D. Project Permitting and Environmental Services

1. The Consultant shall identify all permits required for the Project and commence the preparation of the necessary permit applications.
2. There must be full coordination and review of design plans by City staff, Police Department staff, and other appropriate agencies.
3. Consultant shall address any hazardous material concerns and/or environmental impact issues.

E. Green Building and Climate First Design Strategies

1. The Consultant shall coordinate closely with City staff to identify all potential opportunities to implement climate friendly design solutions into the Project. This may include electric-only equipment, replacement of gas powered equipment with electric and/or sustainable, recycled, recyclable materials. The Consultant shall provide a written analysis report documenting the alternatives evaluated with recommendations and participate in a project team workshop to identify selected design strategies for further development.
2. provide construction cost estimates for design alternatives that align with City goals

F. Final Design

Prepare Final Construction Drawings, Specifications and Construction Cost Estimate ready for bid advertisement. The Consultant shall perform a Constructability Review job walk by reviewing existing conditions and identifying potential conflicts such as, but not limited to, pedestrian, access, utilities coordination, right of way issues, and other potential construction issues. Ensure ADA accessibility.

G. Bidding Support Services

1. Attend the pre-bid meeting and respond to contractor requests for clarification during the bid process.
2. Document clarifications, respond to bidders questions and prepare addenda, as necessary.
3. Prepare any pre-bid meeting agendas.
4. Prepare bid-tabulation.

H. Design Support During Construction Process / Construction Administration

Provide construction administration services for quality control, schedule adherence, agenda and minutes for progress meetings, progress reports, payment application approval, and overall budget tracking. The selected Consultant would provide assistance during construction by approving submittals, providing clarification, responding to requests for information, documenting changes in the field, and other assistance as needed through successful completion of the project.

1. Participate in the pre-construction kick-off meeting and clarify questions related to project drawings and specifications.
2. Upon request, the consultant needs to be prepared to answer questions posed during construction by the contractor or by the City, not addressed during pre-

construction meetings.

3. Based on consultant experience with similar projects, estimate and state in your proposal the time necessary for the consultant to spend on design support during construction (i.e., Project Management, monitor and report on project progress, compliance with provisions of §1771.5 of the State Labor Code.)
4. At the conclusion of the construction, document the outstanding items into a Punch List and manage successful completion of these items.
5. Document as-built conditions and submit to the City as Record Drawings.

I. Schedule

Time is of the essence for this project. The City intends to contract with the consultant in **fall 2023**. The consultant shall begin the work as soon as the Agreement with the City is executed.

Estimated Project Schedule:

Milestone/Deliverable	Due Date
Project Kick-Off Meeting	October 2023
Preliminary Design Completion (30%)	January 2024
60% Design Completion	March 2024
90% Design Completion	May 2024
City Council Presentation	May 2024
100% Design and Bidding	June 2024

Attachment C: Insurance Requirements—Exhibit B

EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability/Errors and Omissions
- Crime/Employee Blanket Fidelity Bond
- Property Insurance against all risks of loss to any tenant improvements or betterments.
- Pollution Liability Insurance
- Garage Liability
- Garagekeepers Insurance
- Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - All Risk Property Insurance: Full replacement cost.
 - Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Garage Liability: \$1,000,000 per occurrence.
 - Garagekeepers Insurance: \$1,000,000 per occurrence.
 - Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement 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 the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

**Attachment D: Prevailing Wage Information—
Exhibit C**

PREVAILING WAGE EXHIBIT C

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subconsultants shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services.
- B. In accordance with Labor Code Section 1775, the Consultant and any subconsultants engaged in performance of the Services shall comply Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that the Consultant or any subconsultant pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of their obligations under the California Labor Code. The

Consultant or subconsultant shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subconsultant worker engaged in performance of the Services is not paid the general prevailing per diem wages by the subconsultant, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The Agreement executed between the Consultant and the subconsultant for the performance of part of the Services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subconsultant by periodic review of the subconsultant's certified payroll records.
3. Upon becoming aware of a subconsultant's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for performance of the Services.
4. Prior to making final payment to the subconsultant, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Services and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subconsultant engaged in performance of the Services, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, Consultant and sub-consultant shall be required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant

and any sub-consultant shall submit certified payroll records to the Department of Industrial Relations Labor Commissioner online:

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Consultant is responsible for ensuring compliance with this section.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subconsultants engaged in performance of the Services, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subconsultant engaged in performance of the Services to employ on the Services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

file name:

Attachment E: Living Wage Acknowledgement and Certification Form—Exhibit D

EXHIBIT D

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: _____

_____ Date: _____
(Print Name of Covered Entity/Business Capacity)

By _____
(Print Name)

/s/ _____
(Signature)

Its _____
(Title /Capacity of Authorized Signer)

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": _____

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: _____

Regulatory Agency or Court: _____

Subject Matter: _____

Resolution, if any: _____

Expected resolution, if known: _____

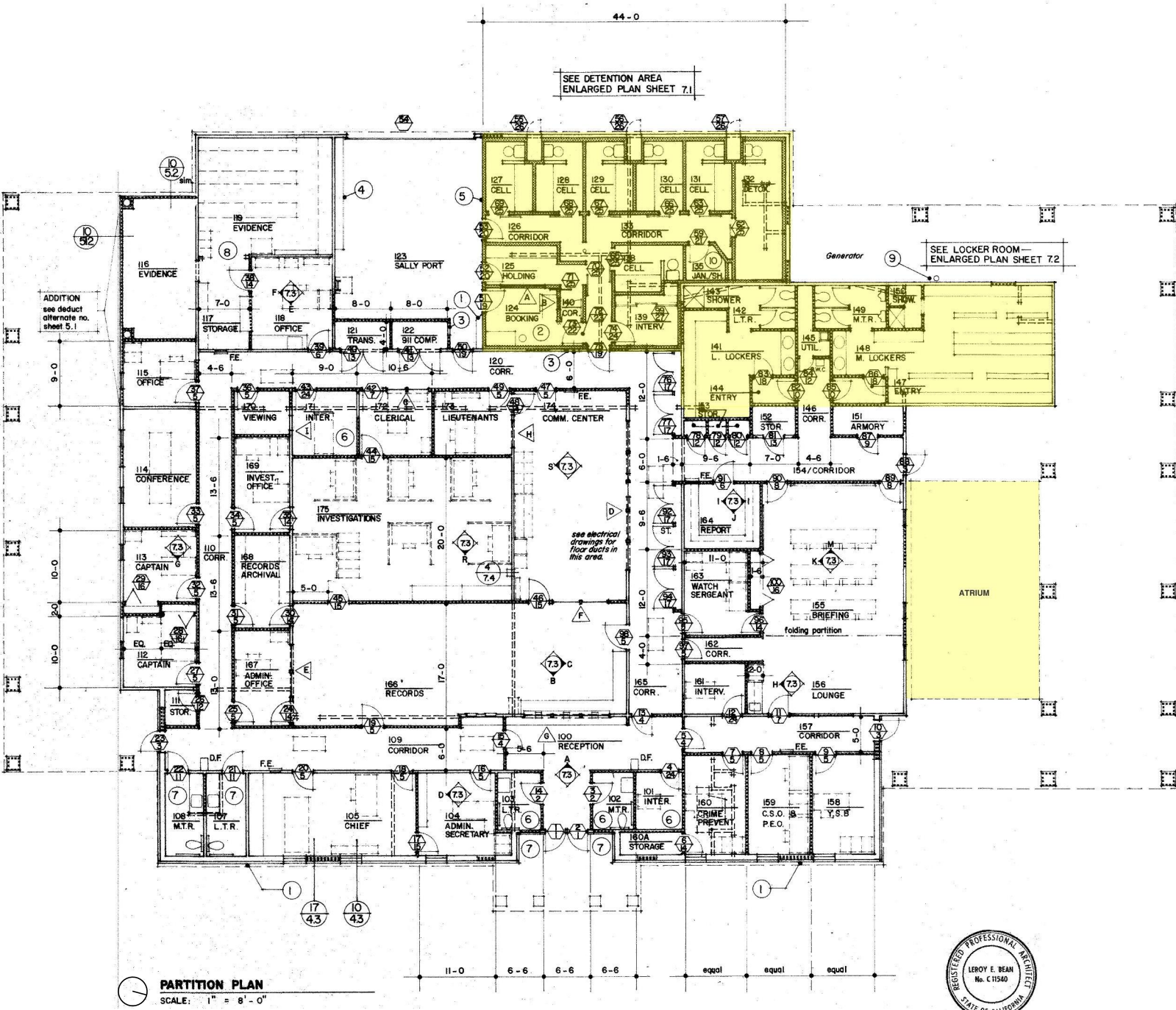
Attachment F: Police Department Site Map

Police Department Site Map: 969 Petaluma Blvd N, Petaluma, CA 94952



Attachment G: Police Department Facility Map

Police Facility Map



PARTITION PLAN
SCALE: 1" = 8'-0"



LEGEND

Areas outlined in the scope of work