

# REQUEST FOR PROPOSALS

## Plan Check and On-Call Staffing Services



Issue Date: September 30, 2022  
Response Deadline: 5pm, October 25, 2022  
Anticipated 4-Year Contract Award: November 15, 2022  
Anticipated Start Date of Contract: December 2022

City of Pinole  
Community Development Department  
2131 Pear Street  
Pinole, CA 94965

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# REQUEST FOR PROPOSALS

## PLAN CHECK AND ON-CALL STAFFING SERVICES

### I. INTRODUCTION

The City of Pinole (“City”) is inviting competitive proposals from qualified firms (“Consultants”) to provide two types of comprehensive professional services supporting the Community Development Department:

1. Professional Contract Staffing, on an “as-needed” basis: Building Official, Combination Building Inspector(s), Permit Technician(s), and Code Enforcement Officer(s).
2. Professional Contract Plan Check Services on a routine basis: Review and provide corrections for requested building, plumbing, electrical, and mechanical plans for commercial and residential construction or reconstruction projects consistent with the California Building Codes.

These services are requested to complement and support the Building Division. The City’s intent is to minimize response time, create staff efficiencies and enhance customer service.

Pinole is a bayfront community of just over 19,000 residents in Contra Costa County, incorporated on June 25, 1903. The City has a land area of more than five square miles and is bordered by Hercules to the North, San Pablo and Richmond to the South, and the unincorporated areas of Tara Hills and El Sobrante to the southeast and southwest of the City. The City is divided by Interstate 80 (I-80) in that approximately 60 percent of the 7,106 total housing units are located on the north of I-80 and 40 percent of the housing units are located on the south of I-80. Pinole is known for its 'big box' shopping opportunities and has over 50 major retailers and restaurants situated within Pinole shopping centers.

Pinole has a well-defined, historic downtown, and a range of residential neighborhoods transitioning from older single-family and mixed residential districts on a traditional street grid around the downtown, to more typically suburban neighborhoods arranged around cul-de-sacs and curvilinear residential streets. Higher density apartment townhome complexes, interspersed with commercial sites, are generally located along and near major arterials.

The City operates on the City Council-City Manager system of local government with five elected council members serving four-year terms with a rotating mayor. City Hall hours of operation are 8:00 am to 4:30 pm, Monday through Thursday. City Hall is closed to the public on Fridays.

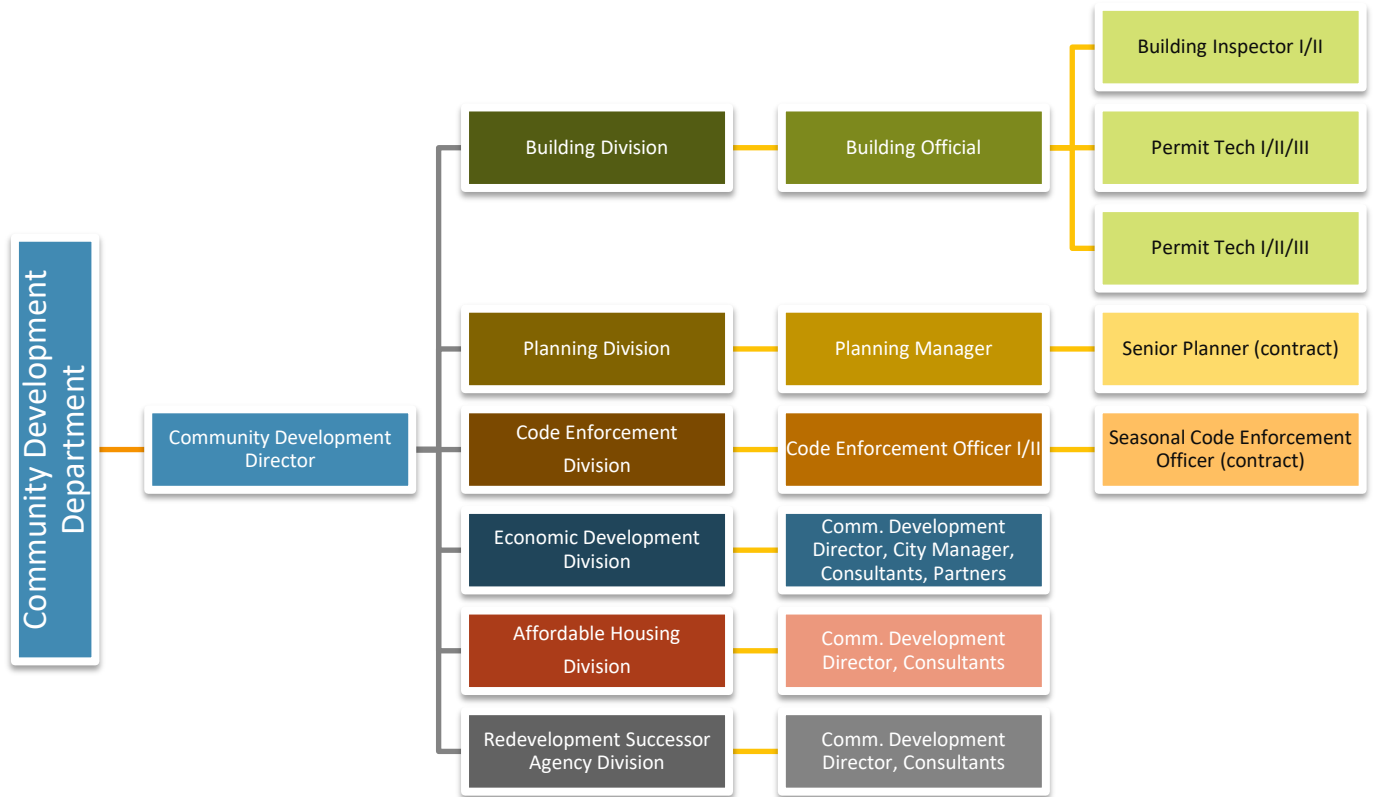
### II. BACKGROUND

The mission of the Community Development Department is to guide orderly growth and development in Pinole, consistent with the General Plan and priorities of the City Council, and to protect the quality of life, health, safety, and welfare of residents in Pinole. The Community Development Department is comprised of the following divisions:

Building	Planning	Code Enforcement	Affordable Housing	Economic Development	Redevelopment Successor
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The Building Division issues building permits and provides building, electrical, mechanical, plumbing, Title-24 and accessibility inspections for new construction, additions, and alterations of commercial, residential, and public projects to ensure a safe environment for the Pinole community. The Division performs rental housing inspections on a recurring basis and business license inspections on an as-needed basis. The Division is staffed with a full time Building Official (currently under contract, City is undergoing recruitment efforts for in-house Building Official), a Building Inspector I/II (currently under contract, City is undergoing recruitment efforts for in-house Building Inspector I/II), and two Permit Technician I/II/III (currently one Permit Tech I and one Permit Tech III). See the organizational chart in **Figure I**, below.

**Figure 1: Community Development Department Organization**



Over the past five years, the Building Division has seen high level of activity through various economic cycles with several major development projects at different stages in the pipeline. Building permit and inspection activity is noted in Figures 2-7 and major development projects in various stages are noted in Table 1 of Attachment A.

The Building Division current contracts out most plan review to third-party consultants. Additionally, as noted above, several key positions will be transitioned in the Fall of 2022 from contract staffing (notably, Building Official and Building Inspector) to in-house City staff. As the in-house team becomes more robust, the volume of minor permits we will plan check in-house is expected grow modestly (i.e., generator, EV chargers, swimming pool/space equipment change outs/replastering, window/sliding glass door retrofit/repair).

Periodically, the City receives major applications for development projects in which there might not be

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availability of limited Building Division staff to conduct the volume of inspections required, or specialized certifications are required (e.g., Certified Access Specialist, or CASp). To maintain a consistent level of service and ensure the safety of the residents and the community the City recognizes the need for third party assistance in performing inspection services on an as-needed basis, when the level of development in the City increases and/or when major development occurs.

The Building Division operates a “one-stop” permitting processing operation responsible for coordinator of application and plan review by other City divisions, including the Planning Division, Public Works/Sewer Division, Fire Department and outside agencies. The City has partially transitioned to Bluebeam software for plan review, and is also in the process of upgrading and migrating the existing in-house electronic permit tracking system (TRAKiT) to a new web-based paperless system (Central Square Technologies Community Development Suite) to automate workflow, provide online portal capabilities, status tracking, mobile solutions, and other seamless modern technology upgrades. The expected go-live timeframe is Spring of 2023.

The City recently completed a user fee study and adopted new user and regulator fees effective September 1, 2022<sup>1</sup>. Notably, Building plan review, permit processing and field inspection fees were restructured to enhance the correlation between services provided and fees collected, to account for economies of scale achieved as the project size grows. The fee methodology now scales to allow for lower fees for less complex projects and higher fees for more complex projects.

The City contracts out for Fire Code Compliance and necessary inspections. The City is currently in the midst of discussions with the Contra Costa County Fire Protection District (CCCFPD, “Con Fire”) regarding a potential contract for service in which Con Fire would assume responsibility for development review. If agreed to by the Local Agency Formation Commission (LAFCO) and agreed to by all parties, the expected transition period is in the Spring of 2023.

As mentioned above, the City is undergoing a recruitment for the Code Enforcement Officer I/II position, which is currently provided through a contract but will be staffed in-house beginning in Fall of 2022. The City is seeking seasonal assistance on a contract basis with weed abatement code enforcement activities, including but not limited to providing education to the public, issuing notices, performing field inspections, issuing citations, arranging for abatement warrants and organizing abatement work.

### III. THIS RFP AND TIMELINE

The purpose of the RFP is to evaluate responses to select Consultants to provide services in the Scope of Services. Consultants may respond to all or specific Scopes of Services. The following is information on the review process, selection criteria and timeline associated with the RFP.

#### A. Letter of Intent to Respond

All interested Consultants are encouraged to submit a Letter of Intent to Respond. The deadline to submit the letter is October 7, 2022. Submitting a letter does not guarantee or replace the formal proposal process, nor does the failure to submit a letter prevent an interested firm in submitting a proposal. All written questions received about the RFP will be distributed in writing to all firms that submitted a Letter of Intent to Respond. Letters must be uploaded to the google form here: <https://forms.gle/mnZr3tmKYWfS81rC6>. Contact [LWhalen@ci.pinole.ca.us](mailto:LWhalen@ci.pinole.ca.us) if you have any questions or issues uploading your Letter.

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<sup>1</sup> [https://www.ci.pinole.ca.us/city\\_government/finance/master\\_fee\\_schedule](https://www.ci.pinole.ca.us/city_government/finance/master_fee_schedule)

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## B. Proposal Content

Each response to this RFP shall include the information described in the Proposal Content section of this RFP.

## C. Questions and Inquires

All questions and inquiries must be submitted via email to Lilly Whalen at [LWhalen@ci.pinole.ca.us](mailto:LWhalen@ci.pinole.ca.us). The deadline to submit questions is October 11, 2022. One comprehensive response to all submitted questions will be distributed to all firms that submitted a Letter of Intent to Respond.

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

## D. Timeline

The following table is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change. The selected Consultants must be available to commence work as soon as December 1, 2022 as outlined in the Timeline below, and work effectively to transition workload from current Consultant, as applicable.

<b>Milestone</b>	<b>Date</b>
RFP Released for Project	September 30, 2022
Deadline to submit a letter to respond	October 7, 2022
Deadline to submit questions and requests for clarifications	October 11, 2022
Answers to consultant questions and requests for clarifications posted	October 18, 2022
RFP Closing Date	October 25, 2022
Proposals Reviewed by City Staff	October 26-28, 2022
Virtual Interviews with Consultants, if required	November 1, 2022
City Council Contract Award (anticipated)	November 15, 2022
Work Commences for up to a four-year term	December, 2022

## E. Selection Criteria

The Director of Community Development will evaluate the proposals and determine if the proposal meets the criteria. A selection team may be formed to complete the review in order to assist the Director. All responses to this RFP will be reviewed and evaluated based on the information contained in the respective responses. The City may prepare an analysis of all proposals depending upon the number and quality of responses. Interviews with top Consultants may be scheduled. The City Council will make the final determination in the selection process.

The criteria to be used consist of the following:

1. Understanding of The Scope of Work to be Performed (15%)
  - a. Demonstrated understanding of the scope of work
  - b. Consultant's approach to accomplishing the scope of work
  - c. Consultant's timetable for rendering services, with a focus on flexibility and expedited service options
2. Consultant's Methods and Procedures to be Used (15%)
  - a. Consultant's general approach to evaluating the issues
  - b. Complete description of the procedures and analytical methods to be utilized

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- c. Ability to deliver services using technology and computers
  - d. Consultant's demonstrated ability to seamlessly provide service on behalf of the City
  3. Management, Personnel and Experiences (30%)
    - a. Qualifications of each participant and overall skills for the firm
    - b. Experience and performance of services of a similar nature
    - c. Ability to provide the City with sufficient experienced personnel who are qualified to undertake the work needed
    - d. Information obtained by contacting references
    - e. Consultant's demonstrated focus on quality customer service
  4. Consultant's Consultation and Coordination with the City (20%)
    - a. Procedures to be used to ensure close contact between the consultant and the City
    - b. Demonstrated experience in working with local governmental agencies
  5. Cost Estimates (20%)
    - a. Cost for providing the proposed scope of services
    - b. Quality of work to be delivered based on consultant's fee

#### IV. SCOPE OF SERVICES

This scope of services will enable the City of Pinole to obtain professional and technical assistance on a regular basis (plan check) and on short notice on an on-call, as-needed basis (staffing services) from the selected consultants. At its discretion, the City of Pinole intends to select two or more Consultants with whom the City of Pinole will contract for services.

The City of Pinole will appoint designated consultants to provide contract support services under the direction of the Building Official. For staffing, the consultants must be able to provide a broad range of specialized construction services and staff to complete task project orders issued by the City of Pinole by direct assignment of its own personnel.

The services to be provided would be on an ongoing/regular and as-needed basis, as noted below. Contracts will be awarded for a four-year term, beginning in December, 2022. Consultants may respond to all or only specific Scopes of Services. Consultant's proposal shall clearly identify the specific Scopes of Service Consultant is responding to.

##### A. Plan Review

The City's intent is to select one or more Consultants with whom the City of Pinole will contract for independent plan check services on a routine basis. It will be at the City's sole discretion to determine how plan check will be assigned to each on-contract Consultant. Consultant shall demonstrate in proposal who they will comply with the following:

1. Plan check shall be performed remotely and not at City offices.
2. Consultant shall assign personnel who are professionally qualified to perform commercial and/or residential construction document plan review as determined by the City. Non-Residential plan reviews including Multi-Family Dwellings shall be reviewed for accessibility compliance by a Certified Access Specialist (CAsp).
3. Consultant shall identify ability to provide plan check for Fire compliance, during what is anticipated to be a transition period through the Spring of 2023 until ConFIRE takes over Fire plan check. Consultant shall indicate ability to provide Fire plan check services beyond Spring of 2023, in the case of the ConFIRE arrangement not being agreed to by both parties and/or LAFCO.
4. Consultant shall designate one individual as the responsible contact for all communications between the City and consultant.

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5. Consultant shall furnish assigned personnel with all necessary materials, resources and training to conduct plan review, including a current copy of applicable City amendments, policies, procedures, ordinances and forms.
  6. Consultant, upon request of the City, shall attend meetings connected with the plan review for high-priority projects, as needed, and as specified in the fee structure for plan check section of this RFP.
  7. Plan review approval shall not be recommended to the City until all code compliance issues are resolved to the best of consultant's knowledge and all permit issuance requirements of the City Building Division and Community Development Department are satisfied. Consultant shall contact City if there are questions or other arrangements are requested.
  8. Consultant shall retrieve, perform and submit plan review electronically, through the City's new permitting system (Central Square Technology's Community Development Suite), which is expected to go-live in Spring of 2023. Until such time, Consultant shall offer a reliable electronic portal/system for filesharing/notification of plan review. Consultant shall conduct each plan review in a timely manner and within time-frame guidelines agreed upon (consultant shall identify all time-frames associated with plan review). Upon completion of each plan review, the consultant shall return the reviewed documents to the City and provide an electronic copy of the plan review comments. Upon completion of the plan review where approval of the documents is recommended, the consultant shall provide a complete set of all final review documents annotated as approved to the City of Pinole, Building Division. A complete and final invoice for the project being recommended shall be provided with the returned document/plans. A building data sheet including data as agreed to by the City and Consultant (including but not limited to occupancy classification, occupancy load, type of construction, is the building equipped with fire sprinklers, number of stories, building area by floor, etc.) shall also accompany the returned documents. Ongoing multiple services can be invoiced monthly.
  9. Plan review comment letters shall be completed in an approved electronic format and provided directly to the City electronically.
  10. Consultant to provide a weekly status report on all City plan review projects in progress.
  11. Consultant shall conduct and coordinate all communications with the City's representative. As directed, Consultant shall send a copy of the plan review comments to the designer of record for the project and respond to designer questions. The consultant shall not contact the applicant when plans are approved. The City will notify the applicant when the permit is ready to issue.
  12. Code interpretations are subject to final review and approval by the Chief Building Official. All plan review comments are subject to the review of the City as requested.
  13. Consultant shall be available within one (1) business day to respond to questions from the City that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.
  14. The consultant must have the ability to provide plan check staff with ICC certifications.

## **B. Professional Staffing Services**

This professional services contract will enable the City of Pinole to obtain professional and technical assistance on short notice on regular or as-needed basis from the selected consultants (as noted below). At its discretion, the City of Pinole intends to select one or more Consultants with whom the City of Pinole will contract for services on an as-needed basis. The City of Pinole will appoint designated consultants to provide contract support services under the direction of the Building Official. The consultants must be able to provide a broad range of specialized construction services and staff to complete task project orders issued by the City of Pinole by direct assignment of its own personnel, including, but not limited to, consultation, planning, administration, specialized analytical studies, construction support, and other miscellaneous municipal report writing. Task project orders may be directly assigned to the selected consultant or assigned after review of competitive letter proposals from the selected Consultants who will be on contract with the City of Pinole. The task project may include, but is not limited to:

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1. Building Field Inspection Services

The consultant shall, at the request of the City, perform field inspection services on an as-needed basis (e.g., during periods of high inspection activity, through the construction of a major development project, and/or during in-house staff absences/recruitments). The inspection services shall be provided to enforce compliance with Conditions of Approval, provisions of the City's building regulations and the code requirements set forth on the approved plans for which a permit was issued. In the performance of such duties the Contractor shall observe each project at the completion of the various stages of construction for compliance with the appropriate City and State codes. Consultant shall comply with the following:

- i. All field inspections shall be performed through the City's Community Development Department, Building Division and under the direction of the Chief Building Official or other designated staff.
- ii. Consultant shall assign personnel who are professionally qualified as determined by the City to perform commercial and/or residential construction inspection or Accessibility inspection. All materials, resources, tools, iPads, phones and training shall be supplied by the consultant.
- iii. Projects under construction by permit from the City shall be inspected for compliance with adopted State of California Building, Mechanical, Plumbing, Electrical, Energy and Fire Codes, as amended by the City and as designated by the City as well as other Codes and regulations adopted by City Ordinance. This shall include policies and interpretations of said Codes adopted by the City.

2. Permit Counter Services

The Consultant shall, at the request of the City, assign permit technician or other permit counter staffing to assist customers at the Permit Counter, including but not limited to plan intake, over the counter permit issuance, assistance with questions on building and planning code requirements, etc.

3. Code Enforcement Services

The Consultant shall, at the request of the City, assign code enforcement staffing to assist with code enforcement activities, including but not limited to providing education to the public, issuing notices, performing field inspections, issuing citations, arranging for abatement warrants, organizing abatement work.

## V. PROPOSAL CONTENTS

All proposals shall be submitted in the format outlined herein. Any proposal that does not comply with the requirements in the sole opinion of the City, may be rejected. The City of Pinole will receive competitive proposal from the consultants having specific experience and qualifications in the areas identified in this RFP. Under competitive negotiations procedures, the terms of the service contract, the price of service, the method of service delivery and the conditions of performance are all negotiable. A negotiated contract will be awarded to the vendor that best meets the proposed needs at a reasonable price, not necessarily the lowest price. To be considered for selection, submit the following information in keeping with the following format and identifying each item by number and letter:

### A. Table of Contents

For organization purposes, prepare a table of contents that identifies the page numbers of where to find the various sections included in the proposal.



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## B. Cover Letter

Provide a Cover Letter describing the Consultant's experience, providing a statement of qualifications for performing the requested services, and a summary of the respondent's understanding of the scope of services, in addition to the following:

- *Firm Information:* State the name, address, telephone number, website address
- *Year Firm Established:* List the year the firm was established.
- *Primary Contacts within the Firm:* List the firm's owner and the primary contacts within the company. Include title, telephone number and e-mail address for each. Indicate which person will be the contact for the RFP process.
- *Number of Employees in Firm:* Indicate total number of employees for all locations of the firm.
- *Consultant Specialties:* List the type(s) of work the firm specializes in.
- *Electronic Plan Review:* Describe your abilities to accept and conduct reviews on electronic plan review submittals.
- *Qualifications and Personnel:* Professional background and qualifications, including Consultant's resources, experience and demonstrated ability to perform the scope of work. This section must include an organizational chart to identify the staff who will perform the required work, corresponding resumes and professional licenses.

## C. Experience, Qualifications and References

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

## D. Services Understanding

Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing Consultant's understanding of the services requested in this RFP, the general approach and any major challenges to achieving the City's stated goals. Include any issues that Consultant believes will require special consideration. Also identify any unique approaches or strengths that Consultant may have related to the services proposed.

Provide the following information on your approach to completing the scope of services:

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

4. A discussion shall be included on the transitioning of the work from the City's current Consultant to new Consultant(s), if applicable.
5. A discussion of how after-office hours or emergency response services will be provided, if required.
6. A discussion of the breadth of plan check services that the firm has to offer (e.g. building, plumbing, electrical, mechanical, grading and drainage, industrial waste).
7. Provide a Service Plan for plan check services which describes the process for, tracking submittals, routing plans, reviewing plans, and communicating with applicants and staff.
8. List typical notification time required for the Consultant to provide staffing augmentation for the City.
9. Indicate the turnaround time in terms of working days for a first-cycle check and subsequent cycles of review. The turnaround time should be measured from the time a plan is received and sent back. A table similar to the following shall be submitted:

Type of Project		Turnaround Time – First Cycle of Review	Turnaround Time – Second Cycle of Review	Turnaround Time – Third Cycle of Review	Turnaround Time – Forth Cycle of Review (and so on)
Residential	New Construction – Single Family	[#] Working Days	[#] Working Days	[#] Working Days	[#] Working Days
	New Construction – Multifamily	[#] Working Days	[#] Working Days	[#] Working Days	[#] Working Days
	Addition	[#] Working Days	[#] Working Days	[#] Working Days	[#] Working Days
	Remodel	[#] Working Days	[#] Working Days	[#] Working Days	[#] Working Days
Non-Residential	New Construction	[#] Working Days	[#] Working Days	[#] Working Days	[#] Working Days
	Addition	[#] Working Days	[#] Working Days	[#] Working Days	[#] Working Days
	Remodel/ Tenant Improvement	[#] Working Days	[#] Working Days	[#] Working Days	[#] Working Days

## E. Cost, Rate and Service Structure

Provide a fee schedule for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your service plan. Define any reimbursable expenses requested to be paid by the City. Include the following, as applicable in responding to various scopes of work in this proposal:

1. Plan Check: Indicate fee as a percentage of the City's collected plan check fee of a first cycle plan check plus additional rounds of plan check (indicate number of rounds inclusive in fee).
  - i. This fee should include all applicable fees, including use of electronic routing software, shipping and courier service (if applicable).
  - ii. This fee should include allowance for a meeting with plan check staff, applicant and City staff, at the Building Official's discretion, if plan check goes beyond the number of rounds inclusive in fee. *For example, if the plan check fee includes three rounds of review, upon conclusion of the third round, if comments are still outstanding, the Building Official may organize a meeting with the applicant and plan check staff to discuss remaining comments in order to expedite fourth cycle of review, and the fee structure should allow for this meeting without additional fees from the*

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*applicant.*

- iii. Fee Option for Expedited Plan Check: Indicate additional options for expedited plan check, including fee and turnaround time for each type of project.
  - iv. Include all related fees for Fire Plan check.
2. Fee Structure for ICC Certified Building Inspectors or other contractual building services including code enforcement or permit counter services. This rate shall be an all-inclusive rate. Overtime policies should be clearly listed.

## F. Required Statements/Documents

Include statements of assurance regarding the following requirements:

1. Disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to the services to be provided under the Agreement. Consultant must disclose any real or apparent conflict of interest associated with this project or with working for the City of Pinole. If a Consultant has no conflicts of interest, a statement to that effect shall be included in the Proposal.
2. Ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract.
3. A statement that nothing contained in the submitted proposal will be proprietary.
4. Acknowledgement that the Consultant understands that all documents submitted to the City in connection with the proposal are subject to the California Public Records Act and may be disclosed without notice to the Consultant.
5. A description of any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment B**).
6. List and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract for breach, and if so, please explain.

## VI. GENERAL TERMS AND CONDITIONS

1. The City is not liable for any expenses incurred by any proposer prior to issuing the contract.
2. The consultant, once selected, is required to submit monthly billings.
3. The consultant selected for the project must obtain a City business tax certificate and maintain liability and workers compensation insurance coverage in accordance with the City Professional Services Agreement template, attached.
4. All work product generated by the Agreement will be owned by the City.
5. This solicitation for proposals does not commit the City to enter a contract or to pay any costs incurred in the preparation of the proposal.
6. The City reserves the right to accept or reject any and all proposals, and to negotiate with any and all qualified consultants, or to cancel in part or in its entirety this RFP.
7. The City reserves the right to accept any proposal received, to reject any or all proposals, in whole or in part, to waive irregularities, formalities, or both, as deemed appropriate, to request

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clarification of any submittal, and to negotiate with the preferred Consultant to provide the requested services.

8. The City hereby notifies all consultants that no person will be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, or veteran status.
9. Once the consultant is selected, the City and the consultant will execute the City's Professional Services Agreement, which will set forth the scope of work, the estimated time schedule, and the applicable rates and reimbursements.
10. All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law (including the California Public Records Act, Government Code section 6250 and following). The City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City will be under no obligation to the consultant to withhold such records. Insofar as a proposals contains information that the consultant regards as proprietary and confidential, it is the responsibility of the consultant (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It will be insufficient for the consultant to merely identify the entire proposal or an entire page or set of pages of proprietary information. Not-to-exceed sums, hourly rates and the like that may be set forth in the proposal will not constitute proprietary information nor will any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

## ADDRESS PROPOSALS AND QUESTIONS TO:

Lilly Whalen  
Community Development Director  
[LWhalen@ci.pinole.ca.us](mailto:LWhalen@ci.pinole.ca.us)  
(510) 724-9832

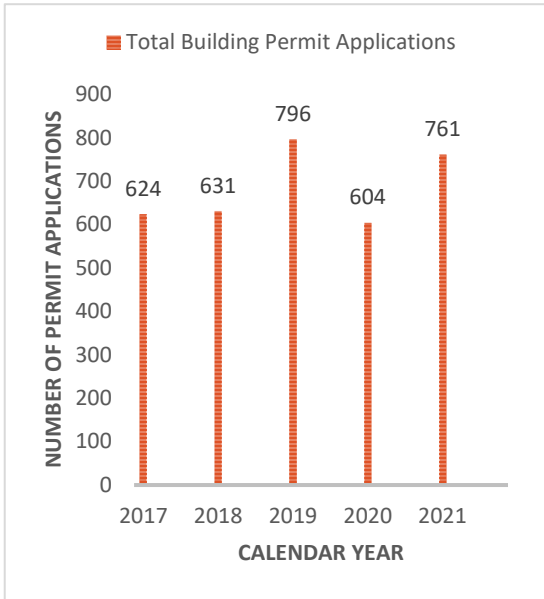
**PROPOSALS ARE DUE ON October 25, 2022 BY 5PM  
SUBMIT VIA EMAIL ONLY TO:**

**[LWhalen@ci.pinole.ca.us](mailto:LWhalen@ci.pinole.ca.us)**

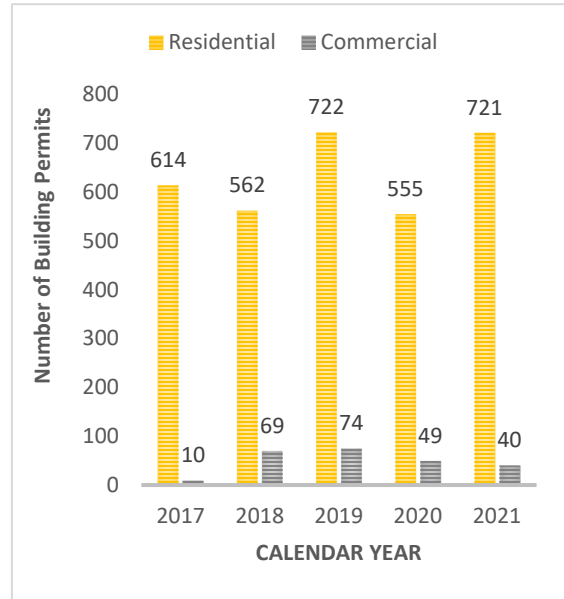
**All proposals must remain firm for a period of ninety (90) days following the last day to accept proposals.**

**ATTACHMENT A: City of Pinole Historical Permitting Data**

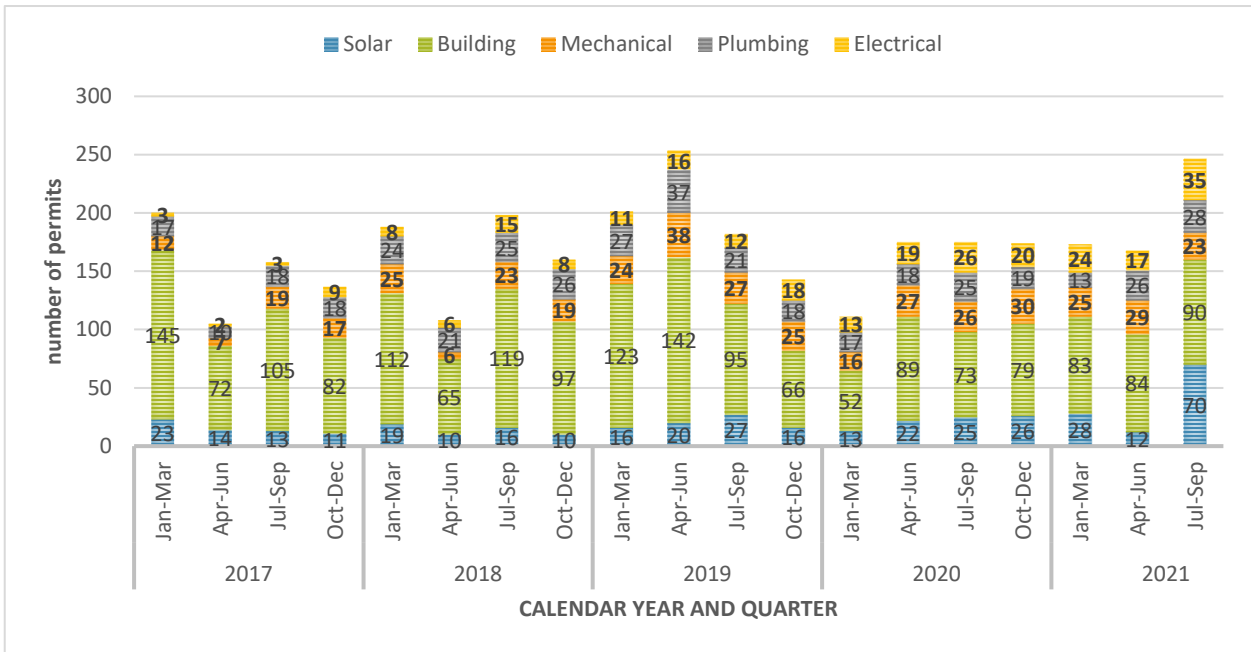
**Figure 2: Total Building Permits Applications by Calendar Year**



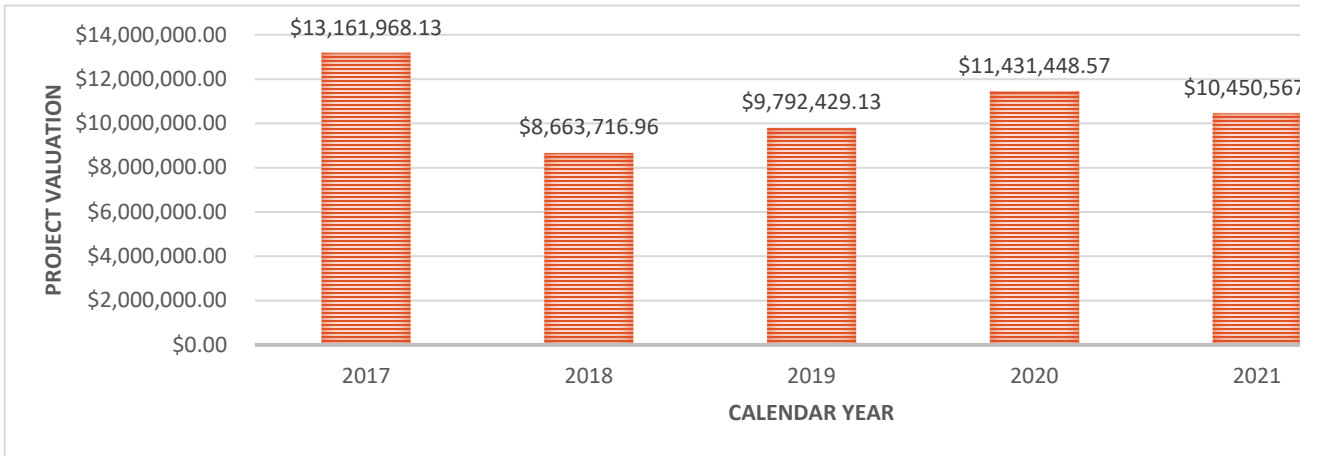
**Figure 3: Distribution of Major Building Permit Application Types by Calendar Year**



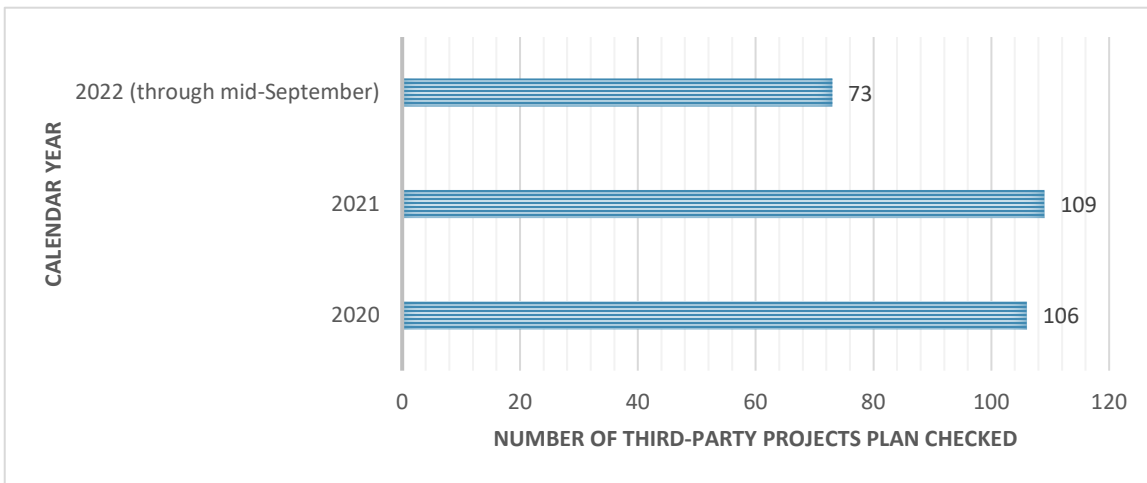
**Figure 4: Distribution of Permit Application Types in by Calendar Year and Quarter**



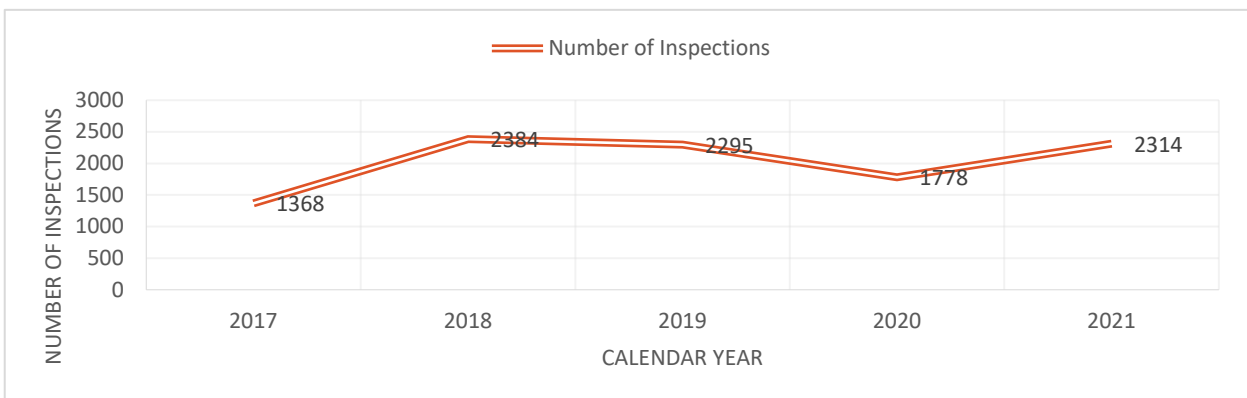
**Figure 5: Total Project Valuation by Calendar Year**



**Figure 6: Number of Third-Party Projects Plan Checked by Calendar Year**



**Figure 7: Number of Building Inspections by Calendar Year**



## **ATTACHMENT B: Major Development Projects in Pipeline**



Project Name	Address	Use	Status	No. of Stories	No. of Units	Notes
Vista Woods Apartments	600 Roble Avenue	Residential	Entitled, building permit issued and in construction; pre-leasing expected in early 2024	4	179	100% Senior, 100% affordable. 16 studio apartments, 127 one-bedroom apartments, 34 two-bedroom apartments and two manager apartments.
Appian Village Condominiums	2151 Appian Way	Residential	Entitled, issuance of demolition permit is pending; building permit submittal pending (expected in winter 2022/23); anticipated that construction will begin in Spring/Summer of 2023 and continue for a duration of 3 years	3	154	Ownership units, 20% affordability. The project consists of the demolition of the existing vacant Doctors Medical Center Pinole Campus buildings and all associated improvements and the development of 26 new three-story residential buildings containing 154 units, as well as associated site improvements on 7.38-acre site.
BCRE Mixed-Use Office and Residential	2801 Pinole Valley Road	Residential/ Office/ Commercial	Entitled, applicant is working on construction documentation, anticipate building permit to be applied for in late 2022 or early 2023	5	29	Mixed use project, apartments will have 15% affordability. Project includes an addition to the existing office commercial building and a new multifamily apartment building containing 29 units, as well as associated improvements, at the rear of 1.74-acre lot.

**ATTACHMENT B: Major Projects in Pipeline**

<b>Project Name</b>	<b>Address</b>	<b>Use</b>	<b>Status</b>	<b>No. of Stories</b>	<b>No. of Units</b>	<b>Notes</b>
<i>SAHA Veteran's Housing</i>	811 San Pablo Avenue	Residential	Entitled, applicant is working on financing and construction documentation; anticipate building permit to be applied for early in 2023, with construction possibly in 2024	4	33	33-unit affordable housing apartment complex, as well as associated site improvements on 0.61-acre site.
<i>Pinole Vista Apartments</i>	1500 Fitzgerald	Residential	Not entitled. City Council will review entitlements on October 18 and may take action at that point	5	223	Demolition of the existing vacant K-Mart building and development of a new five-story residential building containing 223 units, as well as associated site improvements on 5.93-acre site. 15% affordability.
<i>Pinole Shores II</i>	830-848 San Pablo Avenue	Industrial/Warehousing	Not entitled. Project is in completeness review with Planning. Entitlement hearings expected in January – February 2023 with construction documentation following	2	n/a	Construction of two industrial buildings totaling approximately 118,312 square feet

**ATTACHMENT C: Sample Professional Services Contract**

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## CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND [NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and ("Consultant") (together sometimes referred to as the "Parties") as of , 20 (the "Effective Date") in Pinole, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on , and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

**1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant an amount not to exceed

, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

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Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
  - The Consultant's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

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incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

Sample Consulting Services Agreement between City of Pinole and [CONSULTANT] [DATE]

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In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed (\$ [REDACTED]). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

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**4.2.1 General requirements.** Consultant, Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or claim covering the Consultant’s errors and omissions.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of work under this Agreement.
  - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

- 4.4.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
  - a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
  - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- 4.4.2 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).
- 4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.



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- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 General Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.
- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

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- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.

~~7.6 Nondiscrimination and Equal Opportunity.~~ Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap, or  
Sample Consulting Services Agreement between City of Pinole and [CONSULTANT] [DATE]

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disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## Section 8. TERMINATION AND MODIFICATION.

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized

by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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## Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant

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Sample Consulting Services Agreement between City of Pinole and [CONSULTANT] [DATE]

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understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

\_\_\_\_\_  
Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

\_\_\_\_\_  
\_\_\_\_\_

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by

\_\_\_\_\_ who shall act as the City's representative. All  
correspondence shall be directed to or through \_\_\_\_\_ or his or her  
designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
~~Any written notice to City shall be sent to:~~

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- 10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

Attest: