

**CITY OF ROHNERT PARK
PUBLIC WORKS DEPARTMENT**

REQUEST FOR PROPOSALS

FOR

DESIGN OF

**BUILDING CONDITION ASSESSMENT IMPLEMENTATION
PROJECT NO. 2023-10**

CITY OF ROHNERT PARK



City of Rohnert Park
Public Works Department
600 Enterprise Drive
Rohnert Park, CA 94928
(707) 588-3300

Distribution/Advertisement: 3/13/2024

Deadline for Submittal of RFP: 4/11/2024

The City of Rohnert Park invites your interest to the following opportunity:

BUILDING CONDITION ASSESSMENT IMPLEMENTATION PROJECT NO. 2023-10

I. General Description of the Project

This Request for Proposals is for professional design services to prepare 100% bid documents (Plans, Specifications, and Construction Cost Estimate -PS&E) for Building Condition Assessment Implementation Project No. 2023-10. This project will include the design for various retrofits at eight City-owned facilities and buildings. The project sites are located throughout the City as shown in Attachment A.

II. Schedule, Location, Contact

The following schedule has been established to meet our internal deadline:

Optional Teams Meeting:	March 27, 2024, 2:00PM
Questions for RFP due:	April 4, 2024, 5:00PM
Deadline for submittal:	April 11, 2024, 2:00 PM
Award of Contract (est):	May 28, 2024, Council Mtg

OPTIONAL virtual Microsoft Teams Meeting 2:00pm, Wednesday March 27, 2024 – Microsoft Teams Meeting ID: 249 387 498 57, Passcode: 3WPdnN. [Meeting Link here](#). It is recommended that interested parties reach out to Project Manager via email (abunte@rpcity.org) for invitation.

Submit Statement of Qualifications to: City of Rohnert Park
Public Works Department
Attn: Amanda Bunte, Project Manager
600 Enterprise Drive
Rohnert Park, CA 94928

Questions regarding this RFP, please direct to: Amanda Bunte, Project Manager
abunte@rpcity.org
707-588-3319

III. Scope of Services

In Fall 2022, the City of Rohnert Park hired a consultant (Kitchell) to perform a thorough assessment of the City's 62 facilities, evaluate their condition, and rank deficiency records. The Final Facility Condition Assessment (FCA) can be found on-line at: https://cdnsm5-hosted.civicle.com/UserFiles/Servers/Server_3037789/File/Engineering/Facility Condition Assessment Oct2022.pdf

Priority 1 and 2 deficiencies were identified in the report that would need to be addressed in the immediate future to keep City-facilities open and operating normally. Attachment A, Location Map, shows the locations of the eight facilities where the improvements are located. Attachment B, lists out the deficiency records that the City wishes to correct immediately.

The City of Rohnert Park is seeking professional design services to prepare bid documents (Plans, Specifications and Construction Estimate – PS&E) for the listed Priority 1 and 2 projects, as shown in Attachment B, which consists of lighting control system replacements, LED upgrades, fire alarm systems, electrical upgrades, HVAC replacements, roofing repairs, and other miscellaneous items in the specified buildings.

The consultant shall prepare design and bid documents for two separate packaged projects. One will include all lighting and electrical improvements at the sites, and the second will include the remainder miscellaneous Priority 1 and 2 items. Attachment B has the items separated out accordingly. The City intends to bid these projects separately due to the required specialized expertise and licensing required for contractors. The design scope includes, but may not be limited to, the following tasks:

A. Project Assessment and Technical Memorandum (Confirming Project Components for both bid packages)

1. Review all attachments included in this RFP and the FCA report, which is available on the City's website [here](#).
2. Review existing available record drawings of the facilities and visit the facilities to get familiar with the components of the project.
3. Consultant to assess the current condition of the deficiency records in Attachment B at each facility to confirm the necessity of replacement. (Note, Consultant to confirm the accuracy of the record drawings.) Consultant shall assess any additional upgrades required to replace the deficient component (i.e. new HVAC unit that would require a roof curb size that is different from what currently exists. This added upgrade and cost shall be included.)
4. Prior to starting design, the Consultant shall prepare a design technical memorandum to City Staff, for review and approval, summarizing the proposed design for this project. The design consultant shall engage City staff to answer any questions and feedback required to finalize the technical memo. Consultant shall include opportunities for sustainable solutions beyond what is required in the green building code, as part of the memo.
5. Meet with City staff in person to discuss findings. This memo will form the basis of design for the two projects.

B. Design and Construction Estimate

Using the approved Design Technical Memo from Task A above, consultant to proceed with the design effort of the two separate bid packages.

PS&E submittals to include 60%, 100% and Final of each bid package, including estimates of probable costs with each submittal. Design should follow the City's Green Building Code Checklist, available on the [website here](#). Consultant to provide electronic versions and 2 full-sized hard copy versions for the final submittal of each package.

1. Prepare design development documents for the two separate bid packages. This will include, but is not limited to:

- a. Full size drawings, technical specifications, engineer's construction cost estimate, and estimated construction time schedule for each bid package. Construction cost estimate shall include cost breakdown by trade.
 - b. Time Schedule for design and construction.
2. Provide Public Works with two iterations (60% and 100%) of the design development package (PS&E) for review prior to submittal to the Building Department for Building Permit. Consultant shall have Certified Access Specialist (CAsp) provide final sign off that ADA improvements comply with Title II requirements for public facilities.
3. Lead and attend at least two working meetings for each submittal package (60%, 100% and Final) with Public Works staff to discuss the design of the project.

C Building Permits and Construction Documents

1. Prepare, generate and submit all documents and six hard copies to the Building Department, as required by the Building Permit Application. Keep Public Works Project Manager informed during process.
2. Include all required/requested Building Department information on the Drawings as noted in the Building Permit Application and any other checklists. Assume two building permit review iterations.
3. Make all required document and drawings revisions and resubmittals as required by the Building Permit plan check process in order to obtain City Building Permit for Construction. Consultant to respond to building permit comments within 1 week of receipt and assume 2nd submittal for final building permit.

IV. Delivery Schedule

All construction/bid documents, and Construction Estimate must be completed by **December 2024**.

V. Minimum Proposal Requirements

Consultants interested in providing these services should submit one electronic copy and 2 hard copies of a proposal and fee schedule. Your proposal should include the following items:

- a. Cover Letter: The cover letter is to be signed by an officer of the firm authorized to execute an agreement with the City. Include a brief overview of qualifications of the Consultant and a discussion of your engineering and/or architectural background. Also include the contact information (phone and e-mail) of the officer making the proposal.
- b. Key Personnel: Include the capacity and availability of your firm. Note that the scope of service includes PS&E. A minimum of one Professional Engineer or Architect will need to be on your proposed team.
- c. Sub-consulting (if your firm is partnering with another firm or using a sub-consultant, please describe their role and capabilities);
- d. Relevant Experience: Include a brief overview of qualifications of Consultant. Please include a discussion of your relevant experience to similar projects of size, scope and budget performed within the last 5 years as it relates to these projects.

- e. **Scope of Work:** Provide a scope of work for the project, describing each proposed task and deliverables for the services that can be used as an attachment in the Consultant Services Agreement.
- f. **Schedule:** Provide a detailed schedule, including major milestones and delivery dates.
- g. **Fees:** In a separate sealed envelope, provide a detailed fee proposal by task for the services identified in the scope of services, including hourly rate for different tasks, vehicle usage rates, equipment usage rates, etc. Please ensure pricing as submitted in proposal is valid for 120 days.

VI. Review Process

Consultant selection will be based upon the proposal submitted. Evaluations will be based on the consultant's experience, personnel, proposal soundness, and schedule. The scoring matrix is included as Attachment C of the RFP.

The City may request additional clarifying information from any or all consultants that submit a proposal. Responses to this RFP will be evaluation and the top rated consultant(s) **may be interviewed. The lead members of the consulting team will be expected to attend any interviews scheduled with the City.**

The City will then negotiate a contract for Consultant Services Agreement with the consultant that is determined the most qualified. If an acceptable cost cannot be negotiated with the top ranked consultant, the City reserves the right to negotiate with the second ranked consultant (and so on) until an agreement can be reached.

At the end of the Review Process, staff will notify all consultants and the selected consultant will be awarded a contract with the City. Said contract will have the terms as indicated in the *City Consultant Services Agreement*. The terms of the contract agreement has specific insurance requirements, which is included as part of the RFP.

VII. General Terms and Conditions

- a. The City reserves the right to reject any and all proposals and to award any or all sections of the work to one or multiple consultants.
- b. The City will not be responsible for any costs incurred by respondents in the preparation and submittal of a response to this RFP. City staff will make a recommendation to the City Council, who will award the agreement based upon the City's Consultant Services Agreement.
- c. The City reserves the right to modify the scope of the work for this project at any time.
- d. Documents, drawings and findings (regardless of format) that are associated with this project shall be the property of the City. All digital work shall be submitted to staff within 10 days of request.
- e. Fee proposals included with the submitted proposal shall remain effective for 120 days beyond the submitted date.
- f. The Consultant agreement will be the City's *Consultant Services Agreement*. This agreement contains the City's insurance requirements that must be met prior to

execution of the agreement.

Attachments:

- A. Location Addresses and Map of Facilities
- B. List of Priority Deficiency Records
- C. Evaluation Scoring Matrix
- D. Sample Consultant Services Agreement Template

Attachment A

Location Addresses and Map of Facilities

City Facility	Address
City Hall	130 Avram Ave, Rohnert Park CA
Community Center	5401 Snyder Ln, Rohnert Park CA
Public Safety Main	Lynne Conde Way, Rohnert Park CA
Public Safety Fire Station 2	5200 Country Club Dr, Rohnert Park CA
Public Works Corporation Yard	600 Enterprise Dr, Rohnert Park CA
Senior Center	6800 Hunter Dr. A, Rohnert Park CA
Spreckles Performing Arts Center	5409 Snyder Ln, Rohnert Park CA
State Farm Building	6250 State Farm Dr, Rohnert Park CA



Attachment B

List of Priority 1 & 2 Defficiency Records

Mission Critical Items - Electrical & Lighting

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
620	Community Center	site	mechanical	electrical service and distribution	ELECTRICAL			The 800A metered main switchboard (3P, 120/208) is past is expected useful life	replace the existing metered switchboard with a new metered main switchboard
616	Community Center	site	equipment	electrical service and distribution	ELECTRICAL			The 225A (120/208, 3P) panelboard is past is expected useful life	Replace the existing panelboard with a new panelboard
617	Community Center	site		1 electrical service and distribution	ELECTRICAL			The 225A (120/208, 3P) panelboard is past is expected useful life	Replace the existing panelboard with a new panelboard
619	Community Center	site	equipment	electrical service and distribution	ELECTRICAL			The 225A (120/208, 3P) panelboard is past is expected useful life	Replace the existing panelboard with a new panelboard
609	Community Center	site	equipment	electrical service and distribution	ELECTRICAL			The 225A (120/208, 3P) panelboard is past is expected useful life	Replace the existing panelboard with a new panelboard
602	Community Center	site	mechanical	electrical service and distribution	ELECTRICAL			The 225A (120/208, 3P) panelboard is past is expected useful life	Replace the existing panelboard with a new panelboard
603	Community Center	site		electrical service and distribution	ELECTRICAL			The 225A (120/208, 3P) panelboard is past is expected useful life	Replace the existing panelboard with a new panelboard
603	Community Center	site		electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
595	Community Center	Site	1st Floor	Lighting	LIGHTING			interior lighting system is approaching its expected useful life	Provide new interior lighting and control system throughout building per current CEC T24 code
627	Community Center	site	site	Domestic water distribution	PLUMBING			Gas fired water heater is approaching the end of its expected useful life.	Provide equipment replacement and installation.
1065	Public Safety Main		3rd Floor	POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1105	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1170	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1174	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1176	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1179	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1180	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.

Mission Critical Items - Electrical & Lighting

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
1181	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1204	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1205	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1206	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1208	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1209	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1210	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1211	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The 100A panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1212	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The 100A panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1219	Public Safety Main			PACKAGED GENERATOR ASSEMBLIES	ELECTRICAL	276	KW	The standby generator is past its expected useful life.	Install a new diesel genset with the appropriate diesel fuel tank.
1221	Public Safety Main			ELECTRICAL SERVICE	ELECTRICAL	1	EA	The 1200A metered main switchboard is past its expected useful life.	Replace the existing metered main switchboard with a new metered main switchboard.
1223	Public Safety Main			ELECTRICAL SERVICE	ELECTRICAL	1	EA	The 50kVA transformer is past its expected useful life.	Replace the existing transformer with a new transformer.
1224	Public Safety Main			ELECTRICAL SERVICE	ELECTRICAL	1	EA	The 150kVA is past its expected useful life.	Replace the existing transformer with a new transformer.
1225	Public Safety Main			TRANSFER SWITCHES	ELECTRICAL	1	EA	The 800A 3-pole automatic transfer switch (ATS) is approaching the end of its expected useful life.	Replace the existing 3-pole ATS with a new 3-pole ATS.
1226	Public Safety Main			POWER DISTRIBUTION	ELECTRICAL	1	EA	The 600A, (main lugs only), switchboard is approaching the end of its expected useful life.	Replace the existing switchboard with a new switchboard.
1213	Public Safety Main			FIRE DETECTION AND ALARM	ELECTRONIC SAFETY AND SECURITY	52000	SF	The existing fire alarm system is past its expected useful life.	Replace the existing fire alarm system with a complete, site-wide, fully addressable fire alarm system.

Mission Critical Items - Electrical & Lighting

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
1100	Public Safety Main			Lighting	LIGHTING			The lighting is being controlled via a broken sensor	Provide a new sensor for the existing lights
1767	Public Safety Main			Lighting	LIGHTING			interior lighting system is approaching its expected useful life, but in working condition	Provide new interior lighting and control system throughout building per current CEC T24 code
1142	Public Safety Main Fire Station 2 (Northern Station)	1		ELECTRICAL SERVICE	ELECTRICAL	1	EA	The 400A metered main switchboard is past its expected useful life.	Replace the existing metered main switchboard with a new metered main switchboard.
1232	Public Safety Main Fire Station 2 (Northern Station)	1st		POWER DISTRIBUTION	ELECTRICAL	1	EA	The 100A panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1238	Public Safety Main Fire Station 2 (Northern Station)	Site		PACKAGED GENERATOR ASSEMBLIES	ELECTRICAL	20	KW	The existing diesel generator is past its expected useful life.	Replace the existing generator with a new generator..
1240	Public Safety Main Fire Station 2 (Northern Station)	1st		POWER DISTRIBUTION	ELECTRICAL	1	EA	The 225A panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard.
1769	Public Safety Main Fire Station 2 (Northern Station)			Lighting	LIGHTING			interior lighting system is approaching its expected useful life	Provide new interior lighting and control system throughout building per current CEC T24 code
1143	Public Safety Main Fire Station 2 (Northern Station)		Water Heater	Domestic water distribution	PLUMBING			Gas fired water heater is approaching the end of its expected useful life.	Provide equipment replacement and installation.
466	Public Works Corporation Yard Shop			electrical service and distribution	ELECTRICAL			The 75kVA transformer (3P dry-type, 480-120/280V) is approaching the end of its expected life	Replace the existing transformer with a new transformer.
465	Public Works Corporation Yard Shop			electrical service and distribution	ELECTRICAL	5	LF	The 225A (120/208, 3P) panelboard is past is expected useful life	Replace the existing panelboard with a new panelboard
728	Public Works Corporation Yard Shop			electrical service and distribution	ELECTRICAL	5	LF	The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
725	Public Works Corporation Yard Shop			electrical service and distribution	ELECTRICAL	5	LF	The load center is past its expected useful life.	Replace the existing load center with a new load center.
457	Public Works Corporation Yard Shop			electrical service and distribution	ELECTRICAL	5	LF	The load center is past its expected useful life.	Replace the existing load center with a new load center.
464	Public Works Corporation Yard Shop			electrical service and distribution	ELECTRICAL	5	LF	The load center is past its expected useful life.	Replace the existing load center with a new load center.
723	Public Works Corporation Yard Shop			electrical service and distribution	ELECTRICAL	5	LF	The load center is past its expected useful life.	Replace the existing load center with a new load center.
732	Public Works Corporation Yard Shop		Throughout	Lighting	ELECTRICAL	5	LF	the interior lighting system is past its expected useful life	Replace existing fixtures with LED Fixtures
480	Public Works Corporation Yard Warehouse			electrical service and distribution	ELECTRICAL			The 225A panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard

Mission Critical Items - Electrical & Lighting

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
477	Public Works Corporation Yard Warehouse			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
475	Public Works Corporation Yard Warehouse			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
474	Public Works Corporation Yard Warehouse			FIRE DETECTION AND ALARM	ELECTRONIC SAFETY AND SECURITY	8904	SF	The existing fire alarm system is past its expected useful life.	Replace the existing fire alarm system with a complete, site-wide, fully addressable fire alarm system.
1773	Public Works Corporation Yard Warehouse			Lighting	LIGHTING			Interior lighting system is past its expected useful life	Provide new interior lighting and control system throughout building per current CEC T24 code
1288	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The 400A metered main switchboard is past its expected useful life.	Replace the existing metered main switchboard with a new metered switchboard
1300	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
1304	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
1303	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
1302	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
1301	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
1294	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
1295	Senior Center and Annex			electrical service and distribution	ELECTRICAL			The load center is past its expected useful life.	Replace the existing load center with a new load center.
1293	Senior Center and Annex			FIRE DETECTION AND ALARM	ELECTRONIC SAFETY AND SECURITY	14977	SF	The existing fire alarm system is past its expected useful life	Provide a fully addressable fire alarm control panel with associated initiating and signaling devices.
1777	Senior Center and Annex			Lighting	LIGHTING			the interior lighting system is past its expected useful life, but operations	Provide new interior lighting and control system throughout building per current CEC T24 code
499	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The 112.5kVA transformer is past its expected useful life	Replace the existing transformer with a new transformer.
506	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The 500kVA transformer is past its expected useful life	Replace the existing transformer with a new transformer.
495	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The 1600A metered main switchboard is past its expected useful life	Replace the existing metered main switchboard with a new metered main switchboard
503	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The 2000A metered main switchboard is past its expected useful life	Replace the existing metered main switchboard with a new metered main switchboard

Mission Critical Items - Electrical & Lighting

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
520	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
521	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
821	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The 100A (30 ckts, 120/128, 3P panelboard is approaching the end of its expected useful life	Replace the existing panelboard with a new panelboard
497	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
519	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
843	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
843	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
522	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
500	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
514	Spreckels Performing Arts Center			electrical service and distribution	ELECTRICAL			The 600A panelboard is past its expected useful life	Replace the existing panelboard with a new panelboard
504	Spreckels Performing Arts Center			Lighting	LIGHTING			The existing lighting controls are at or are approaching the end of their expected useful life	Replace the existing switches and provide a new lighting control system
1785	Spreckels Performing Arts Center			Lighting	LIGHTING			Interior lighting system is past its expected useful life	Provide new interior lighting and control system throughout building per current CEC T24 code
685	State Farm Building			electrical service and distribution	ELECTRICAL			The 400A metered main switchboard is past its expected useful life.	Replace the existing metered main switchboard with a new metered main switchboard
682	State Farm Building			electrical service and distribution	ELECTRICAL			The 225A panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
677	State Farm Building			electrical service and distribution	ELECTRICAL			The 225A panelboard is past its expected useful life.	Replace the existing panelboard with a new panelboard
674	State Farm Building			FIRE DETECTION AND ALARM	ELECTRONIC SAFETY AND SECURITY	6488	SF	The existing fire alarm system is past its expected useful life	Provide a fully addressable fire alarm control panel with associated initiating and signaling devices.
1788	State Farm Building			Lighting	LIGHTING			Interior lighting system is past its expected useful life	Provide new interior lighting and control system throughout building per current CEC T24 code

Mission Critical Items - Misc. Items

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
599	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
600	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
614	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
622	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
623	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
628	Community Center			HEAT GENERATION	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	2	EA	Furnace is approaching the end of its expected useful life.	Provide equipment replacement and installation.
632	Community Center	Roof		DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
627	Community Center	site	site	Domestic water distribution	PLUMBING			Gas fired water heater is approaching the end of its expected useful life.	Provide equipment replacement and installation.
1626	Magnolia Pool Building and Restroom	1	Office	EXTERIOR WALL				CMU Walls are showing signs of water penetration	Clean CMU Walls (should be sealed as well)
1625	Magnolia Pool Building and Restroom	1	exterior	EXTERIOR WALL				CMU Walls are showing signs of water penetration	Clean CMU Walls (should be sealed as well)
1182	Public Safety Main			PNEUMATIC TUBE SYSTEMS	CONVEYING	1	EA	Pneumatic tube system is at or approaching end of expected useful service life.	Provide an equivalent equipment replacement and installation.
1134	Public Safety Main	1	Exterior	EXTERIOR FIXED WINDOWS	EXTERIOR VERTICAL ENCLOSURES	100	SF	Glazing is damaged.	Re-glaze single glazing window.
1202	Public Safety Main			COMMISSIONING	GENERAL REQUIREMENTS	1	EA	Further investigation required to determine source of shower issues with smell.	Provide additional investigation to remedy shower smell issues in building.
1178	Public Safety Main		3rd Floor Restroom	HVAC AIR DISTRIBUTION	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Diffuser vibration adding significant noise in the space.	Secure rattling diffuser and investigate if motor balance is causing additional issues.
1088	Public Safety Main	3	Fire Marshall's office	Exterior windows	INTERIOR CONSTRUCTION	2	LS	Window is leaking	Replace window sealant.
1143	Public Safety Main Fire Station 2 (Northern Station)		Water Heater	Domestic water distribution	PLUMBING			Gas fired water heater is approaching the end of its expected useful life.	Provide equipment replacement and installation.
714	Public Works Corporation Yard Shop	Roof		LOW-SLOPE ROOFING	EXTERIOR HORIZONTAL ENCLOSURES	5500	SF	Single-ply (modified bitumen) roofing is at or approaching the end of its useful life.	Replace single-ply (modified bitumen) roofing.

Mission Critical Items - Misc. Items

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
718	Public Works Corporation Yard Shop	Roof	Exterior	RAINWATER MANAGEMENT	EXTERIOR HORIZONTAL ENCLOSURES	25	LF	Rain gutters are damaged.	Replace rain gutters.
719	Public Works Corporation Yard Shop	Roof	Exterior	ROOFING SUPPLEMENTARY COMPONENTS	EXTERIOR HORIZONTAL ENCLOSURES	10	LF	The wood fascia shows signs of deterioration.	Selectively remove deteriorated fascia and replace with new material to match.
715	Public Works Corporation Yard Shop	1	Exterior	EXTERIOR ENTRANCE DOORS	EXTERIOR VERTICAL ENCLOSURES	1	EA	Exterior wood entrance door is approaching the end of its useful life.	Replace wood door.
727	Public Works Corporation Yard Shop	1	Attic	EXTERIOR STEPS AND RAMPS	SITE IMPROVEMENTS	60	LFNS	Stairs are missing.	Install entire new wood stair system, including steps, handrails, and landings.
721	Public Works Corporation Yard Shop	Roof	Exterior	ROOF STRUCTURAL FRAME	SUPERSTRUCTURE	2	EA	The roof beam appears to be rotted.	Replace the roof beam.
478	Public Works Corporation Yard Warehouse			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Split system with wall mounted AC and outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
1402	Senior Center and Annex			Ventilation	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)			Utility exhaust fan is approaching the end of its useful life	Provide equipment replacement and installation.
507	Spreckels Performing Arts Center			DOMESTIC WATER PIPING	PLUMBING	1	EA	Booster pump serving water heater is at the end of its expected useful service life.	Provide equipment replacement and installation.
680	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
681	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
682	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
686	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.

Mission Critical Items - Misc. Items

DefRecord_ID	Location	Floor	Room	Sub-Element (L4)	Building Component (L2)	def_qty	Units	Def_Description	Def_DescofWork
599	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
600	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
614	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
622	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
623	Community Center			DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
628	Community Center			HEAT GENERATION	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	2	EA	Furnace is approaching the end of its expected useful life.	Provide equipment replacement and installation.
632	Community Center	Roof		DECENTRALIZED COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Outdoor condensing unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
627	Community Center	site	site	Domestic water distribution	PLUMBING			Gas fired water heater is approaching the end of its expected useful life.	Provide equipment replacement and installation.
1626	Magnolia Pool Building and Restroom	1	Office	EXTERIOR WALL				CMU Walls are showing signs of water penetration	Clean CMU Walls (should be sealed as well)
1625	Magnolia Pool Building and Restroom	1	exterior	EXTERIOR WALL				CMU Walls are showing signs of water penetration	Clean CMU Walls (should be sealed as well)
1182	Public Safety Main			PNEUMATIC TUBE SYSTEMS	CONVEYING	1	EA	Pneumatic tube system is at or approaching end of expected useful service life.	Provide an equivalent equipment replacement and installation.
1134	Public Safety Main	1	Exterior	EXTERIOR FIXED WINDOWS	EXTERIOR VERTICAL ENCLOSURES	100	SF	Glazing is damaged.	Re-glaze single glazing window.
1202	Public Safety Main			COMMISSIONING	GENERAL REQUIREMENTS	1	EA	Further investigation required to determine source of shower issues with smell.	Provide additional investigation to remedy shower smell issues in building.
1178	Public Safety Main		3rd Floor Restroom	HVAC AIR DISTRIBUTION	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Diffuser vibration adding significant noise in the space.	Secure rattling diffuser and investigate if motor balance is causing additional issues.
1088	Public Safety Main	3	Fire Marshall's office	Exterior windows	INTERIOR CONSTRUCTION	2	LS	Window is leaking	Replace window sealant.
1143	Public Safety Main Fire Station 2 (Northern Station)		Water Heater	Domestic water distribution	PLUMBING			Gas fired water heater is approaching the end of its expected useful life.	Provide equipment replacement and installation.
714	Public Works Corporation Yard Shop	Roof		LOW-SLOPE ROOFING	EXTERIOR HORIZONTAL ENCLOSURES	5500	SF	Single-ply (modified bitumen) roofing is at or approaching the end of its useful life.	Replace single-ply (modified bitumen) roofing.

Mission Critical Items - Misc. Items

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727	Public Works Corporation Yard Shop	1	Attic	EXTERIOR STEPS AND RAMPS	SITE IMPROVEMENTS	60	LFNS	Stairs are missing.	Install entire new wood stair system, including steps, handrails, and landings.
721	Public Works Corporation Yard Shop	Roof	Exterior	ROOF STRUCTURAL FRAME	SUPERSTRUCTURE	2	EA	The roof beam appears to be rotted.	Replace the roof beam.
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1402	Senior Center and Annex			Ventilation	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)			Utility exhaust fan is approaching the end of its useful life	Provide equipment replacement and installation.
507	Spreckels Performing Arts Center			DOMESTIC WATER PIPING	PLUMBING	1	EA	Booster pump serving water heater is at the end of its expected useful service life.	Provide equipment replacement and installation.
680	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
681	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
682	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.
686	State Farm Building			CENTRAL COOLING	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	1	EA	Packaged AC unit is approaching the end of its expected useful life.	Provide equipment replacement and installation.

Attachment C

Evaluation Scoring Matrix

Firm	Experience	Personnel	SOQ Thoroughness	Schedule
Max Score	35%	30%	20%	15%

Attachment D

Consultant Services Agreement Template

CONSULTANT SERVICES AGREEMENT

RE: **BUILDING CONDITION ASSESSMENT IMPLEMENTATION**

This AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is entered into as of the _____ day of _____, 2024, by and between the City of Rohnert Park (“**City**”), a California municipal corporation, and << Name of Consultant >> (“**Consultant**”), a <<type of entity – corporation, limited partnership (LP), limited liability company (LLC), sole proprietorship with or without a fictitious business name (dba or doing business as), etc.; also include the state of formation for any entity – i.e. “a California corporation”>>, with reference to the following facts, understandings and intentions.

NOTE: Check on Secretary of State website at <https://bizfileonline.sos.ca.gov/search/business> for entity registration for corporations, LLCs and LPs. Additional requirements/concerns:

- Include the print-out of the entity registration with the approval packet.
- Note that a dba cannot include “Inc.,” “Corporation” or “LLC” because a dba does not create a new legal entity, but only registers a business name for a sole proprietor or existing legal entity.
- Legal entity determines who is authorized to sign the contract:
 - For a partnership, must be signed by a general partner.
 - For an LLC, should be signed by a member, unless the articles of organization provide that it is a manager-member LLC, in which case it must be signed by the manager.
 - For corporations, there should be TWO signatures, one from the operational group of the corporation and one from the financial group. Per Corporations Code 313, a signature of a single corporate officer is not always enough to bind a company. The relevant titles are:
 - Operational group: Chairman of the board, president or vice president
 - Financial group: Secretary, assistant secretary, chief financial officer or assistant treasurer.

Recitals

WHEREAS, City desires to obtain design services and PS&E for Building Condition Assessment Implementation Project No 2310; and

WHEREAS, Consultant hereby warrants to City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3, subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination. Authorized representatives shall represent City and Consultant in all matters pertaining to this Agreement.

A. City. The City Manager or his/her designee shall represent City for all purposes under this Agreement, except where approval for the City is specifically required by the City Council. The **Project Manager Amanda Bunte** is hereby designated as the project manager (“**Project Manager**”). The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant shall assign <<insert name of person Consultant is assigning to project>> to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Work” attached hereto as **Exhibit A** and incorporated herein by reference.

B. Time of Performance. Consultant’s services are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Consultant’s services are to be completed not later than _____ << insert completion date >>. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit A. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the City.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be performed: (1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; (2) in accordance with all applicable legal requirements; and (3) with the standard of quality ordinarily expected of competent professionals in Consultant’s field of expertise. Consultant shall correct, at its own expense, all errors made in the provision of services under this Agreement. In the event that Consultant fails to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as **Exhibit B**, and incorporated herein by reference. However, notwithstanding the foregoing, Consultant shall be required to complete all work identified in Exhibit A in an amount not to exceed the total cost identified in Exhibit B, and in no event shall the amount City pays Consultant exceed _____ *<< insert written dollar amount >>* Dollars (\$_____). The City's payment under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment.

<<Select one of the following options and delete the other>>

(1) *<<OPTION 1>>* Consultant shall submit itemized monthly statements for work performed. All statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. Except as otherwise provided herein, City shall make payment, in full, within thirty (30) days after City's approval of the invoice.

<<OPTION 2>> Progress payments will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to the rate and schedules set forth in Exhibit B.

(2) Payments due and payable to Consultant for current services must be within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate City authorization.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes

or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, *i.e.*, hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Term. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect until completed, amended pursuant to Section 19, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title, including the copyright and all intellectual property rights, to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared or obtained by Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever by any person, firm, corporation, or agency without the expressed written consent of the City. Consultant shall assume no responsibility for the unintended use by others of such final work products which are not related to the scope of the services described under this Agreement. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

9. Conflict of Interest Requirements.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

<<Select one of the following options and delete the other>>

NOTE: Review updated conflict of interest code. Consultants may be considered “public officials” required to file a Form 700 when they have authority to render decisions on behalf of the City, or if they will render advice to any person at the City who has authority to make a City decision and there is no meaningful intervening review by a City employee before they render advice to that decision-maker. If the City Manager, City Attorney or department head determines the Consultant is a designated position under the City's Conflict of Interest Code, use **OPTION 2** and notify the City Clerk of the agreement's commencement date.

B. <<**OPTION 1**>> Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will not have the power to make any governmental decision, including whether to: approve any rates, rules, regulations, policies, standards, or guidelines of the City or any of its subdivisions; adopt or enforce any laws; issue, deny, suspend, or revoke any permit, license, application, certificate, order, or any similar authorization or entitlement; authorize, modify, or renew any form of City contract; grant approval to any City contract specifications on behalf of the City; or grant City approval for any plans, designs, reports, or similar; and

(2) will not participate in the making of any governmental decision in the equivalent of a staff capacity. For the purposes of this provision, “participating in a governmental decision” includes providing information, an opinion, or a recommendation directly to any person at the City empowered to make a decision on behalf of the City without significant intervening substantive review; and

(3) will not perform the same duties for the City that would otherwise be performed by a staff member required to report under the City's conflict of interest code. (2 Cal. Code Regs. § 18700.3.)

B. <<**OPTION 2**>> City determines Consultant falls within the definition of “Consultant” under the Political Reform Act (Government Code § 82048) and FPPC implementing regulations (2 Cal. Code Regs. §§ 18700.3 and 18734). Within thirty (30) days of this Agreement's commencement date, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a Statement of Economic

Interest (Form 700) and Agency Report of Consultants (Form 805) with the City Clerk of the City of Rohnert Park disclosing Consultant's financial interests.

10. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. To the maximum extent permitted by law, the City shall have no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

11. Indemnity.

A. Indemnification. To the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers ("**Indemnified Parties**") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) of any nature ("**Liability**"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties.

1. For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnified Parties from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to Consultant's negligence, recklessness, or willful misconduct, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

2. The only exception to Consultant's responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents and employees.

B. Scope of Obligation. Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time

allowed by law and shall survive the termination of this agreement. Consultant waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of Consultant arising out of or in connection with the Agreement or Consultant's failure to comply with any of the terms of this Agreement.

C. Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall not be excused because of Consultant's inability to evaluate Liability, or because Consultant evaluates Liability and determines that Consultant is not or may not be liable. Consultant must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If Consultant fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to Consultant 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 Consultant accepts the tender, whichever occurs first. Consultant 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 responding to matters prior to Consultant's acceptance of the tender.

12. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subcontractors (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's office of the City Clerk.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Business Licenses. Unless exempt by law, Consultant and all subcontractors shall have acquired, at Consultant's expense, a business license from the City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Consultant until such time as Consultant complies with this section.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City or as required by law.

15. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent, which shall be in the City's sole discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, procure and maintain insurance that complies with the requirements set forth in **Exhibit C** to this Agreement, which is attached hereto and incorporated by reference. Consultant shall upon thirty (30) days' notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon five (5) days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of Consultant's breach of the Agreement.

C. In the event City terminates this Agreement without cause, Consultant shall be entitled to any compensation owed to it up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

18. Suspension. City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed prior to the date of suspension. During the period of suspension, Consultant shall not receive any payment for services or expenses incurred by reason of such suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

20. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort, and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

21. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs

and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

22. Time Is of the Essence. Time is of the essence in this Agreement. Upon receipt of a written notice from City to proceed with work required by this Agreement, Consultant shall immediately commence work to perform the services required in accordance with the schedule of work. In the event that the Agreement does not include a fixed schedule for completion of work, Consultant shall diligently prosecute all work until completion.

23. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the time of mailing if mailed as provided in this section.

If to City:

City Clerk
City of Rohnert Park - City Hall
130 Avram Avenue
Rohnert Park, CA 94928

If to Consultant:

24. Consultant's Books and Records.

A. 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 City and 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.

B. 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 Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. 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 the City Manager's office.

25. Agreement Is Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, religion, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the services described in this Agreement.

28. City Not Obligated to Third Parties. The City shall not be obligated to or liable for payment hereunder to any party other than Consultant.

29. Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right or remedy that such party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant shall comply with the claims-presentation requirements under the Government Tort Claims Act, California Government Code Sections 900, *et seq.* and the Rohnert Park Municipal Code.

30. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

31. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work and Schedule of Performance
- B. Exhibit B: Compensation
- C. Exhibit C: Insurance Requirements

32. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature.

33. News Releases/Interviews. All Consultant and subcontractor news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by City.

34. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

35. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

By: _____
 Name, Title
 Date:
 Per Resolution No. 2024- adopted by the Rohnert
 Park City Council at its meeting of <<Date of
meeting>>.

<<CONSULTANT>>

By: _____
 Title: _____
 Date: _____

<<CONSULTANT>>

By: _____
 Title: _____
 Date: _____

ATTEST:

By: _____
 City Clerk

APPROVED AS TO FORM:

By:
City Attorney

EXHIBIT A

Scope of Work and Schedule of Performance

[to be inserted]

SAMPLE

Exhibit A

EXHIBIT B

Compensation

[to be inserted]

SAMPLE

Exhibit B

EXHIBIT C

INSURANCE REQUIREMENTS for Consultant Services Agreement

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to Consultant's profession, with a limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

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

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms, if later revisions used).

Primary Coverage

For any claims related to this contract, Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the

Exhibit C

City, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

CERTIFICATE OF CONSULTANT *{NOTE: Consultant must fill this out and sign.}*

I HEREBY CERTIFY that I am the _____, and a duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature