



**CITY OF VALLEJO
WATER DEPARTMENT**

202 FLEMING HILL DRIVE VALLEJO CALIFORNIA 94589
www.cityofvallejo.net

**REQUEST FOR QUALIFICATIONS
NOTICE TO INTERESTED CONSULTANTS**

**March 6, 2018
THE CITY OF VALLEJO INVITES STATEMENTS OF
QUALIFICATIONS
For
RFQ 2018-RHW-01
ON-CALL CONSULTING**

DATE	SCHEDULED ITEM
03/06/18	Release of RFQ
03/30/18	Due Date for Response to RFQ 2:00 P.M.
04/02/18 – 04/06/18	City Review of Submitted Qualifications
04/24/18	Possible City Council Action to Award

Water Department
City of Vallejo, California

REQUEST FOR QUALIFICATIONS

On-Call Consulting

The City of Vallejo Water Department is seeking a qualified engineering consulting firms capable of providing the services listed below on an on-call basis:

- Program/Project Management
- Staff Augmentation
- Pipeline and Pump Station Design
- Treatment Plant Design and Process Improvements
- Environmental and CEQA Permitting and Review
- Structural and Seismic Analyses/Studies
- Dam and Tunnel Evaluation and Inspection/Design
- Hydraulic Analyses and Studies
- Water Distribution Hydraulic Modeling
- Electrical Power Design
- Controls and Instrumentation Design and Evaluation
- Specification Development
- Asset Management

We understand that not all firms will be capable of providing all of the services listed above, but it is the City's desire to select firms capable of providing as many of the listed services as possible. The City will select a firm, or firms, based on their qualifications, ability to provide the required services and at a fair and reasonable rate schedule. The firm, or firms, will be placed on the City's Qualified On-Call Consultant List and a Master Agreement will be issued. A Task Order will be issued for each project after negotiating the scope, schedule and fee.

Notice is hereby given that sealed qualifications will be received by the City of Vallejo Water Department until 2:00 p.m., on the due date listed below, and shall be addressed and marked as follows:

**Michael A. Malone
Water Department Director
City of Vallejo, Department of Public Works
202 Fleming Hill Drive
Vallejo, CA 94589**

A sealed RFQ package must be received by the City of Vallejo, on or before

March 30, 2018 at 2:00 PM

Documents including the Request for Qualifications, insurance forms and sample consultant contracts may be inspected and obtained at the office of the Water Director, 202 Fleming Hill Drive, Vallejo, California, or online at

http://www.cityofvallejo.net/doing_business/bids_proposals

If you have any questions regarding this RFQ, please contact:

Richard H. Wilson, P.E.
Water Engineering Manager
City of Vallejo Water Department
richard.wilson@cityofvallejo.net

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Section 1 - Introduction

Community Profile

The City of Vallejo is located in Solano County and serves an area of approximately 53.58 square miles (29.94 square miles on land and 23.64 square miles of waterway) with a population of approximately 120,000. The City's infrastructure consists of pavement, storm drain system, sanitary sewer system, water treatment and distribution system, parks, medians, building facilities, street lights, sidewalks and traffic signals. The City's fiscal year begins on July 1 and ends on June 30. The City was incorporated in 1867, and operates under the Council Manager form of government.

Background

The Water Department provides safe drinking water to approximately 137,000 customers in Vallejo, as well as some customers in adjacent unincorporated areas and a limited number of customers in the City of American Canyon. The system is composed of three advanced water treatment facilities and decades-old pipes, pumps, and reservoirs. The water comes from Lake Berryessa and the Sacramento River, and is pumped to the main treatment plant at Fleming Hill through 28 miles of raw water pipeline.

The water system facilities include:

- Almost 600 miles of water mains
- Over 38,000 service connections
- 23 reservoirs providing over 39 million gallons of storage
- 9 pressure zones
- 3 treatment plants
- 19 pump stations
- 7 earthen dams

RFQ Submittal Information

Please submit four (4) bound sets (one of which must be marked "Original") of the qualifications.

The completed RFQ(s) should be delivered via one of the many services available or hand delivered to:

Richard H. Wilson, P.E.
Water Department Engineering Manager
City of Vallejo Water Department
202 Fleming Hill Drive
Vallejo, CA 94589

It is the sole responsibility of the consultant (firm) to see that the submittal is received before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process.

This RFQ does not include provisions for any direct reimbursement of statement preparation costs. The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of qualification's package or for developing and carrying out interview presentations, if needed. The City will not be responsible for qualifications delivered to a person/location other than that specified above.

The City of Vallejo reserves the right to reject any or all responses received as a result of solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City may require the consultant to submit additional data or information the City deems necessary. The City may also require the consultant to revise one or more elements of its qualifications in accordance with contract negotiations.

The City reserves the right to evaluate statements for a period of up to ninety (90) calendar days.

Submission of qualifications indicates acceptance by the firm of the conditions contained in this Request for Qualifications (RFQ) and unless clearly and specifically noted in the qualifications submitted and confirmed in the contract between the City of Vallejo and the firm selected.

Section 2 - Scope of Services

In mid-2019, the City plans to embark on a new water rate plan that will fund a 30-year Capital Improvement Program (CIP) and will begin executing a prioritized list of CIP projects that will require immediate resources using an On-call Consultant. These projects will be varied and will require firms with large skill sets. Other services, such as staff augmentation, or conceptual-level studies, may be needed much sooner. The scope of services are as listed below.

1. PROGRAM/PROJECT MANAGEMENT

The Consultant shall be capable of providing overall program management for a suite of projects that might include, for example, several large diameter pipeline design and construction projects. Familiarity with Caltrans Projects and their Right of Way (ROW) Manual would be beneficial.

2. STAFF AUGMENTATION

The City may require the consultant to provide a civil or mechanical engineer equal in level to the City's Senior Engineer to provide guidance to junior staff in project management principles and technical development. The engineer would have a minimum of 10 years' experience in the design of pipelines, pump stations, reservoirs, treatment process systems, etc.

3. PIPELINE AND PUMP STATION DESIGN

The Consultant shall be capable of designing new pipelines, which would include alignment studies, profile and plan drawings, profile and hydraulic gradient drawings, selection and sizing of pipe, linings, coatings, fittings, valves, blow off vaults, air release vaults, corrosion protection methods, startup and shut down procedures, etc. The consultant shall be capable of retrofitting existing pump stations and designing new pump stations, which would include pump/motor sizing and selection, pipe sizing, hydraulic surge analysis, selection and sizing of valves, instrumentation and controls, pipe supports, site studies, general arrangements, electrical power requirements, etc.

4. TREATMENT PLANT DESIGN AND PROCESS IMPROVEMENTS

Consultant shall be able to perform feasibility studies, preliminary design, detailed design and startup services for new treatment plants; perform comparative analysis of treatment methods, including operational impacts, initial cost, life cycle cost, effectiveness of meeting treatment goals; plant siting studies; plant hydraulics; Supervisory Control and Data Acquisition (SCADA) requirements; and other requirements.

Consultant shall be able to optimize existing treatment plant processes, review standard operating procedures and recommend changes, evaluate process/equipment requirements ahead of water source/quality changes, be familiar with existing and proposed water quality regulations and understand the impacts to the treatment plant processes.

5. ENVIRONMENTAL AND CEQA PERMITTING AND REVIEW

Consultant shall be expert in all aspects of environmental requirements, including NPDES (National Pollutant and Discharge and Elimination System) requirements, Storm Water Pollution Prevention System (SWPP) requirements, etc., and the California Environmental Quality Act (CEQA). Consultant shall determine how environmental and CEQA permitting affects projects at each stage and shall provide guidance and recommendations for balancing design options with any and all regulatory agencies that may have purview over them.

6. STRUCTURAL AND SEISMIC ANALYSES/STUDIES

Consultant shall be capable of providing site investigations to gather data, take samples and measurements, and generally collect the information necessary to perform a structural analysis and evaluation of concrete foundations, tank and reservoir walls, pipe penetrations, all types of pipe, equipment supports, including the analysis of induced vibrations; perform the seismic analysis of such structures, including dams and related structures/appurtenances.

7. GEOTECHNICAL STUDIES

Consultant shall perform geotechnical studies, as needed, to support other elements of the scope of work (e.g., seismic evaluation or pipe alignments).

8. DAM AND TUNNEL EVALUATION AND INSPECTION/DESIGN

The consultant shall be expert in inspecting dams and all appurtenant structures, including spillways and outlet towers, and be capable of evaluating deficiencies and the degree of hazard associates with the deficiencies, and shall be expert in designing repairs to address such deficiencies. Consultant shall have experience in the permitting and construction of dams, as well as the demolition of dams and/or related structures, and the development, design and operation of pumped storage systems. Consultant shall have experience with the regulatory agencies that govern dams and pumped storage systems.

9. HYDRAULIC ANALYSES AND STUDIES

The consultant shall be capable of analyzing hydraulic systems such as long-distance pipelines (i.e., raw water pipelines); discrete piping systems such as regulator or rate control stations; pump suction and discharge piping, treatment plant filter gallery piping, treatment plant hydraulics, and shall prepare reports as needed to summarize and make recommendations.

10. WATER DISTRIBUTION HYDRAULIC MODELING

Consultant shall be expert in hydraulic modeling of water distribution systems using our hydraulic model data files developed as part of the 2015 Water Master Plan. As our Geographic Information System (GIS) gets updated from field staff, we need to update our hydraulic model. The City also intends to have the consultant run various “What if?” scenarios as part of the planning process for various projects.

11. ELECTRICAL POWER DESIGN

The consultant shall be expert in the design of both high and low voltage electrical power systems for pumping plants, water treatment plants; design of stationary and portable electric generators, integration of new equipment with existing facilities, work with PG & E on the City’s behalf on applications for new service, review code requirements as applicable, perform arc flash studies, develop single-line diagrams and other drawings as needed. Perform on-site startup activities, including oversight of functional and performance testing.

12. CONTROLS AND INSTRUMENTATION DESIGN AND EVALUATION

The consultant shall be expert in the design of control systems for water treatment and water pump stations. Consultant shall be capable of reviewing existing control system architecture and recommending and making changes, if needed, and shall be capable of developing new control systems and integrating them with new plant equipment. Consultant shall specify instrumentation required for new facilities and shall coordinate the installation, calibration and testing of instruments.

13. SPECIFICATION DEVELOPMENT

Contractor shall be expert in specification writing and shall review the City’s specifications for consistency, content, bidability, and make recommendations for improvement.

Section 3 - Submittal Requirements

In order to be considered, all requested information shall be submitted. Please prepare and organize your statement of qualifications in a succinct manner in the same order based on the following requirements:

- Please ensure the statement does not exceed a total of 30 single-sided, pages. All pages will be counted including statement covers, cover letter, dividers, etc.
- On the cover page of the qualifications, please include the title of the RFQ for which the qualifications are submitted, and the email address of the person who should receive the results of the selection. Inclusion of promotional literature of a general nature will not be considered in the selection process.
- Statement's content must consist of the following, and will be factored into the overall evaluation.

Each statement shall be organized in a clear and concise manner within a single binder. Four (4) copies of the qualifications shall be submitted describing the firm's qualifications and including the following minimum information:

Cover Letter

An executive summary and statement of understanding containing:

- Name and address of firm.
- Year the firm was established.
- Type of organization of firm (partnership, corporation, etc.).
- Firm's organization structure, its constituent parts and size variation of employees in the past five years.
- Signature of a representative of the firm who has authority to sign contracts for the Firm

Firm Description

- Firm name, address, telephone number, and website address if applicable.
- Year the firm was established.
- Description of the firm and statement of the firm's qualifications for performing the requested consulting services.
- List the firm's owner and the primary contacts within the firm. Include title, telephone number, and e-mail address for each. Indicate which person will be the contact for the RFQ process.
- Indicate total number of employees for all locations of the firm.

Experience and Qualifications

- Provide a reference list of projects that illustrates your firm's experience and qualifications for the scope of work. Provide the description and details of one project for each scope item on no more than a double-sided sheet of paper. Include the scope of that project, approach, challenges, final result, and cost. Provide the year the projects were performed, the name of the municipality and location (city), the owner's name, address, and contact name and phone number, and the scope of work performed.
- Provide resumes of staff who have expertise in the scope items.
- 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.

Fee Schedule

- Provide a proposed fee schedule of typical hourly charge rates for labor classifications.
- Consultants shall be permitted to increase hourly charge rates to adjust for living wage increase at the beginning of the calendar year and as agreed upon by City and consultant during negotiations and prior to signing the contract.

Consultant and Professional Services Agreement / Insurance

- Include a brief statement acknowledging the Consultant's willingness to accept the attached City's standard Consultant and Professional Services Agreement **as is, without modifications**.
- If the consultant (firm) is not willing to acknowledge the Agreement, please do not submit the RFQ for consideration.
- The selected consultants (firms) shall demonstrate that they can meet the City of Vallejo's insurance requirements. Please provide a statement that the consultant (firm) can and is willing to obtain the minimum scope and limits of insurance contained in the exhibits of this RFQ.

Section 4 - Conditions of the RFQ

The following conditions apply to this RFQ:

The City of Vallejo (City) reserves the right to withdraw this solicitation of qualifications at any time without prior notice. Further, The City makes no representations that any agreement will be awarded to any firm submitting qualifications.

The City reserves the right to reject any and all submissions submitted in response to this request and to reject any sub consultant or individual working on a consulting team.

Any changes to the submittal requirements will be made by addendum.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any statement of qualifications or Consultant. This shall include pre-contractual expenses such as preparing the Qualifications, submitting the Qualifications to the City, negotiating with the City on any matter related to the Qualifications or other expenses incurred prior to the date of award for any agreement related to the services herein described.

No prior, current or post award verbal agreement(s) with any officer, agent or employees of the City shall affect or modify any terms or modifications of this RFQ or any contract or option resulting from this process.

The City reserves the right to waive any minor irregularities, informalities, or oversights at its sole discretion. The term "minor" as used herein means any proposer or City irregularities or oversights that does not materially affect or alter the intent and purpose of this RFQ, and is not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.

Section 5 - Questions about the RFQ

Please direct all questions - regarding the submission of qualifications to - in writing, by fax or e-mail to:

Richard H. Wilson, P.E.
202 Fleming Hill Road
Vallejo, CA 94589
richard.wilson@cityofvallejo.net

Section 6 - Evaluation and Award of Contract

Distribution and Outreach

This RFQ is being distributed to consultants (firms) who have expertise in water system design and related services.

Selection Team

The City will rate prospective consultants (firms) for this work using only objective criteria based upon the information obtained from the submissions.

The firms with the highest ranking based on experience and qualifications as described in the Qualifications to provide the required services *may* be invited for interviews/negotiations, *if needed*. Key staff will be requested to represent the firm at the interviews/negotiations.

Selection Criteria

Qualifications will be evaluated on the Consultant's ability to provide services that meet the requirements set forth in this RFQ. The City reserves the right to request additional information as necessary to determine the ability of the Consultant to provide services meeting a satisfactory level of performance in accordance with the City's requirements.

Interviews and presentations by one, several, or all of the Consultants *may* be requested by evaluators *if deemed necessary* to fully understand and compare each of the Consultant's capabilities and qualifications. Qualifications will be evaluated on the basis of the following criteria:

SELECTION CRITERIA	MAXIMUM POINTS
Fee Schedule	20
Firm's Qualifications and Experience	40
Staff Qualifications and Experience	40
Total Points Possible	100

Selection Procedure

After evaluation of the submitted proposals (and interviews if required), two of the highest ranked candidates will be selected to join the City's On-call Consulting Roster for a period of three years. A Master Agreement will be made between each Consultant and the City. For each project, a scope of work will be developed and prices will be solicited from one or both consultants and a final amount negotiated. A Task Order will be issued for each project.

Disclaimers

Consideration of a prospective consultant's (firm's) qualifications will be made only if the prospective consultant meets all the minimum requirements of this RFQ. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the consultant (firm) that presents the best qualifications and which will best accomplish the desired results for the City.

Any consultant (firm) deemed not qualified, or consultants (firms) whose rating changes sufficiently to disqualify them, will be notified in writing. No consultant (firm) shall have the right to an appeal based upon an incomplete or late submission of the qualifications.

Request for Supplemental Information: The City reserves the right to require, from any or all consultants (firms), supplemental information that clarifies submitted materials.

Questions: All questions regarding this solicitation should be directed to the City Representative listed. Do not attempt to contact City members regarding yours, or anyone else's Qualifications. All responses will be made in writing. The City Representative is Richard H. Wilson, who can be reached by email at: richard.wilson@cityofvallejo.net.

Incomplete Submittals: Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the qualifications and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Qualifications will not be considered.

Rejection of Submitted RFQ: Qualifications that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

The City reserves the right to waive minor irregularities in the submittal format.

The City reserves the sole right to evaluate the qualifications and reject any or all RFQs.

Selection Process Termination: The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants.

Disqualification: Factors such as, but not limited to, any of the following may be considered just cause to disqualify a submission without further consideration:

Any attempt to improperly influence any member of the selection staff;
Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City;

Evidence of incorrect information submitted as a part of the qualifications;

Evidence of consultant's inability to successfully complete the responsibilities and obligations of the project; and

Consultant's default under any agreement, which results in termination of the agreement.

Undue Influence: All firms submitting qualifications declare and warrant, on a separate attachment, that no undue influence or pressure is used against or in concert with any officer or employee of the City of Vallejo in connection with the award or terms of Agreement that will be executed as a result of award of this contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Vallejo will receive compensation, directly or indirectly, from the consultant, or from any officer, employee, or agent of the consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement.

Section 7 - Attachments

1 - Sample Agreement

DESIGN PROFESSIONAL SERVICES MASTER AGREEMENT

This Design Professional Services Master Agreement ("Agreement") is made at Vallejo, California, dated for reference this _____ day of _____, 20____, by and between the City of Vallejo, a municipal corporation ("City"), and _____, hereinafter referred to as Design Professional, who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Design Professional shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Design Professional for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Design Professional for services rendered pursuant to this Agreement.
- 3. Facilities and Equipment.** Design Professional shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification.** To the fullest extent permitted by law, Design Professional shall hold harmless, defend (with independent counsel approved by City) and indemnify City and its officers, employees and volunteers from and against all claims, damages, losses, penalties, fines and judgments and expenses and defense costs, including but not limited to attorney fees, court costs, associated investigation and administrative expenses, regardless of the nature or type arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Design Professional, or the acts or omissions of an employee, agent or subcontractor of the Design Professional, except where caused by the active negligence, sole negligence, or willful misconduct of City. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The provisions of this section pertaining to the duty and cost to defend shall not apply to either of the following: 1) Any contract for design professional services, or amendments thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis, 2) A design professional who is a party

to a written design-build joint venture agreement.

The provisions of this Section are not limited by the insurance provisions of this Agreement.

The provisions of this section shall survive the completion of the services, expiration or termination of this Agreement.

5. Insurance Requirements. Design Professional agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Design Professional." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Design Professional shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. Independent Contractor. Design Professional is an independent contractor. Neither Design Professional nor any of Design Professional's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City

shall have the right to control Design Professional only insofar as the results of Design Professional's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Design Professional accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Design Professional represents and warrants to City that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Design Professional has all the permits, qualifications and approvals of whatsoever nature which are legally required for Design Professional to practice its profession. Design Professional represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Design Professional to practice its profession.

10. Business License. Design Professional and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Design Professional until such business license(s) has been obtained.

11. Standard of Performance. Design Professional shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California.

Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, as well as all areas appurtenant to the site, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by City.

Design Professional's responsibilities under this section shall not be delegated. Design Professional shall be responsible to City for acts, errors, or omissions of Design Professional's subcontractors.

Design Professional shall prepare plans, specifications, reports, and/or other work products in such a way that amendments or change orders to the

agreement between City and its construction contractor will not be necessary, except for unforeseeable circumstances. As used herein, “unforeseeable circumstances” shall mean facts or inferences from those facts that could not be ascertained by a combination of reasonable site inspection during the preparation of the plans and specifications by Design Professional and the reasonable application to such inspection of expertise consistent with the level of care and skill ordinarily exercised under similar conditions by a members of Design Professional’s profession currently practicing in California.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Design Professional is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Design Professional of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Design Professional.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, or circumstances beyond either party’s reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Design Professional is unable to meet the completion date or schedule of services, Design Professional shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Design Professional agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Design Professional pursuant to this Agreement shall be the full and complete compensation to which Design Professional and Design Professional’s officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Design Professional nor Design Professional’s officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the

City. The City will not make any federal or state tax withholdings on behalf of Design Professional. The City shall not be required to pay any workers' compensation insurance on behalf of Design Professional.

Design Professional shall pay, when and as due, any and all taxes incurred as a result of Design Professional's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

Design Professional shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Design Professional shall also comply with provisions of Labor Code section 1720 as applicable. A copy of the prevailing wage rates is available for review upon request by Design Professional to the City Representative. This provision applies only to the following portions of the scope of work:

15. Design Professional Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Design Professional shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Design Professional shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until terminated by CITY pursuant to Paragraph 17 of this Agreement, but shall not exceed a duration of thirty-six (36) months. The City shall, at its discretion, have the right to extend the term of this agreement in intervals of 90 days, by written notice to Design Professional.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Design Professional agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Design Professional. Upon receipt of a notice of termination, Design Professional shall perform no further work except as specified in the notice. Before the date of termination, Design Professional shall deliver to City all City records and documents, all work products, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Design Professional for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Design Professional for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Design Professional for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Design Professional resulting from services rendered pursuant to this Agreement, shall become the property of City. Design Professional agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Design Professional makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Design Professional in the performance of Design Professional's services hereunder.

20. Assignment and Subcontracting. Design Professional shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's consent shall be void and of no effect.

If subcontracting of work is permitted, Design Professional shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Design Professional. Use of the term subcontractor in any other provision of this contract shall not be construed

to imply authorization for Design Professional to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Design Professional's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Design Professional shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin or ancestry.

Design Professional warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Design Professional for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Design Professional of Design Professional's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Design Professional shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Design Professional agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Richard H. Wilson, P.E.
Engineering Manager
Water Department
202 Fleming Hill Road
Vallejo, CA 94589

If to Design Professional: Name
Street Address
City, State ZIP

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California, without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer

to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Design Professional will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Design Professional may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Design Professional agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Design Professional's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Design Professional shall treat all records and work product prepared or maintained by Design Professional in the performance of this Agreement as confidential.

A violation by Design Professional of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Design Professional's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Design Professional agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more

counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or emailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Design Professional hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Design Professional.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

Name
Title
Type of Business

CITY OF VALLEJO,
a municipal corporation

By: _____
Name

By: _____
Greg Nyhoff
City Manager

ATTEST:

(City Seal)

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Mike Malone
Water Department Director

APPROVED AS TO FORM AND
INSURANCE:

Claudia Quintana
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Richard H. Wilson, P.E.
Engineering Manager
Water Department
202 Fleming Hill Road
Vallejo, CA
(707) 648-4309 Phone (707) 648-4060 Fax

The Design Professional's Representative for this Agreement is:

Name
Street Address
City, State ZIP
Phone

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Design Professional Representative and City's Representative.

2. Services to be Provided.

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

Consultant shall provide the following services for specific projects, or, as may be requested by the Water Department Director or Engineering Manager;

- Program/Project Management
- Staff Augmentation
- Pipeline and Pump Station Design
- Treatment Plant Design and Process Improvements
- Environmental and CEQA Permitting and Review
- Structural and Seismic Analyses/Studies
- Dam and Tunnel Evaluation and Inspection/Design
- Hydraulic Analyses and Studies
- Water Distribution Hydraulic Modeling
- Electrical Power Design

- Controls and Instrumentation Design and Evaluation
- Specification Development
- Asset Management

Such services shall be further defined, scheduled and authorized in subsequent Statements of Work.

Each Statement of Work shall address one specific project, and be substantially in the form as shown in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

The terms and conditions of this Agreement shall apply to all Statements of Work executed by the parties during the term of this Agreement.

3. Key Personnel. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Design Professional recognizes that the composition of this team was instrumental in the City's decision to award the work to Design Professional and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Design Professional's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: Name 1, Name 2, etc.

ATTACHMENT 1

EXHIBIT A

**SAMPLE – DO NOT USE
CITY OF VALLEJO
STATEMENT OF WORK**

Statement of Work No. _____

This Statement of Work, effective first day of _____, (“Effective Date”) is issued under and subject to all the terms and conditions of the Consultant and Professional Services Master Agreement (“Agreement”), dated as of _____, by and between the City of Vallejo (“City”) and _____, a **type of business entity**, (“Consultant”).

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

SECTION 1. SCOPE OF WORK

The scope of work authorized by this Statement of Work is as described below.

SECTION 2. TIME OF PERFORMANCE

The start date shall be _____ and the completion date shall be _____.

SECTION 3. NOT TO EXCEED COST AND COMPENSATION

All services performed under this Statement of Work shall be performed on project basis, invoiced for convenience on an hourly basis.

City agrees to pay Consultant for the services set forth in this Statement of Work in an amount not to exceed **Dollar Amount in Words** (**\$Dollar Amount in Numbers**).

This Statement of Work is released as authorization for work to commence. The parties agree to perform their respective obligations under this Statement of Work in accordance with the terms and conditions of the Agreement.

COMPANY NAME
a type of business entity

CITY OF VALLEJO,
a municipal corporation

By: _____
Name
Title
DATE: _____

By: _____
Greg Nyhoff
City Manager
DATE: _____

ATTEST: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Mike Malone
Water Department Director

APPROVED AS TO BUDGET:

Pam Sahin
Administrative Analyst II

APPROVED AS TO FORM:

Claudia Quintana
City Attorney

EXHIBIT B
COMPENSATION

1. Design Professional's Compensation.

A. Services: City agrees to pay Design Professional, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed (amount on writing) (\$XXX,XXX).

Design Professional shall notify City in writing no later than thirty (30) days prior to the estimated date when Design Professional will have billed City the maximum payment amount permitted under this Agreement, and Design Professional shall provide City with an estimate of the additional compensation required to complete the project.

Consultant understands that each individual Project shall be subject to its own Statement of Work and be subject to its own unique not to exceed amount. Consultant shall notify the city in writing no later than thirty days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under each statement of work.

2. Appropriate Billable Hourly Rates for Services and Additional Services. Design Professional's billable hourly rates shall be according to the schedule below:

Position 1 (in writing) (\$XXX.XX)
Position 2 (in writing) (\$XXX.XX)
Etc.,

3. Design Professional's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual reasonable expenditures of Design Professional for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Design Professional.

A. Payments to Design Professional shall be made within a reasonable time after receipt of Design Professional's invoice, said payments to be made in proportion to services performed. Design Professional may request payment on a monthly basis. Design Professional shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Design Professional shall contain the following information:

1. The Statement of Work # or other specific project description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Design Professional for correction. City shall not be responsible for delays in payment to Design Professional resulting from Design Professional's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

Richard H. Wilson, P.E.
Engineering Manager
Water Department
202 Fleming Hill Road
Vallejo, CA 94589

5. Accounting Records of Design Professional. Design Professional shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Design Professional's direct salary costs for all Services and Additional Services performed under this Agreement and records of Design Professional's Reimbursable Expenses, in accordance with generally accepted accounting practices. Design Professional shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Design Professional under this section shall survive this Agreement.

6. Taxes. Design Professional shall pay, when and as due, any and all taxes incurred as a result of Design Professional's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Design Professional shall provide City with Design Professional's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

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EXHIBIT C

INSURANCE REQUIREMENTS

Design Professional shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

1. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.
 - C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).
2. **Minimum Limits of Insurance.** Design Professional shall maintain limits no less than:
 - A. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
 - B. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
 - C. Workers' Compensation and Employer's Liability: \$1,000,000.00 per

accident for bodily injury or disease. If Borrower is not subject to California Workers' Compensation requirements, Borrower shall file a completed certificate of exemption form which may be obtained from the City of Vallejo prior to commencing any activity authorized hereunder.

D. Professional Liability, (Errors and Omission): \$1,000,000.00 coverage continuing for 3 years after completion of services rendered.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention greater than \$10,000 must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as

respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

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

6. Verification of Coverage. Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and

endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

City of Vallejo
Attn: City Attorney
555 Santa Clara Street
Vallejo, CA 94590

- 7. 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.
- 8. Payment Withhold.** City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.