



REQUEST FOR PROPOSALS

For Environmental Consulting Services

The City of Martinez requests written proposals from interested, qualified consultants to assist in the completion of an Environmental Impact Report and associated documents for Amare Apartment Homes

Release Date: July 12, 2019

**Deadline for Submission: August 12, 2019 at 5:00 p.m. PST
Late submittals will not be accepted.**

All proposals must be submitted in the form set forth in this RFP

**Inquiries regarding this project should be directed to:
Margaret Kavanaugh-Lynch, City Planner
Community and Economic Development Department
525 Henrietta Street
Martinez, CA 94553**

Mkavanaugh-lynch@cityofmartinez.org

1. Introduction

The City of Martinez (City) is seeking the services of an experienced environmental planning firm (Consultant) to provide an Environmental Impact Report (EIR) and associated documents for a proposed 182-unit multi-family project on Arnold Drive in Martinez. The Environmental Impact Report will need to be prepared and processed in accordance with the provisions of the California Environmental Quality Act (CEQA).

The selected Consultant will enter into an Agreement for Professional Consultant Services “contract” with the City to prepare an Environmental Impact Report for the Amare Apartment Homes Project (Project).

The purpose of an Environmental Impact Report is to inform decision-makers and the general public of the environmental effects of a proposed project than an agency may implement or approve. The EIR process is intended to provide information sufficient to evaluate a project and its potential for significant impacts on the environment; to examine methods of reducing adverse impacts; and to consider alternatives to the project.

2. About the City

Established in 1876, Martinez is the County seat of Contra Costa County. It is located along Carquinez Strait in the central part of the County. The City’s roots can be traced to the late 1840’s, when it served as a ferryboat transit point across the Carquinez straits on the way to the gold fields. By the time of its incorporation, Martinez had evolved into one of the area’s most significant trading posts and shipping ports. Today, the City covers 12.5 square miles and has approximately 36,700 residents.

3. Project

The Amare Apartment Homes project was submitted in March of 2016. The project was originally proposed as a 174-unit multi-family, market-rate housing development. In June of 2018, an Initial Study was prepared and circulated. A number of comments were received, including issues related to biological resources at the site.

On April 1, 2019 the applicant submitted a revised project that included 182 apartments; with nine of those units to be below market rate units, therefore qualifying as a California Bonus Density project. At that time, the applicant concurred with staff that due to the possible environmental impacts identified in the comments received during the circulation of the Initial Study, associated with biological resources, a full Environmental Impact Report (EIR) was required.

Due to the unique timeline, this project already has a number of studies related to the project. These studies will be made available to interested parties intending to bid on the EIR preparation. However, new studies will need to be prepared by the Consultant (or sub consultants working with the Consultant) as part of the preparation of the EIR. The City anticipates that a revised Initial Study shall distributed with the Notice of Preparation (NOP).

4. Scope of Work

The Consultant shall deliver the following:

A. Notice of Preparation (NOP) and Notice of Scoping Meeting

Task: Consultant to review City's draft of NOP.

B. Public scoping meeting

Task: Consultant to prepare PowerPoint presentation and assist in presentation.

Deliverable(s): Digital copy - Provide draft presentation to staff for review and incorporate staff's comments.

C. Administrative Draft Environmental Impact Report

Task: Provide to the City for review and incorporate staff comments in the Draft Environmental Impact Report.

Deliverable(s):

- 3 bound copies
- Digital copy (to include both PDF and Word versions of the document)

D. Screencheck of Draft Environmental Impact Report

Task: Provide to the City for review and incorporate staff comments in the Draft Environmental Impact Report.

Deliverable(s):

- Digital copy (PDF and MS Word versions of the document)

E. Draft Environmental Impact Report and Technical Appendices

Task: Provide Draft Environmental Impact Report including technical appendices for review and comment prior to distribution.

Deliverable(s)

- 18 bound copies (to include technical appendices on CD)
- Digital copy for Public (PDF and MS Word versions of the document)
- Digital copy for Staff to include cultural/archaeology reports
- * City to be responsible for all distribution and public notification actions associated with the Draft Environmental Impact Report; including State Office of Planning and Research and Contra Costa County Recorder's Office filing.

F. Draft Responses to Comments, Draft Mitigation Monitoring and Reporting Plan, and Draft Findings of Fact and Draft Statement of Overriding Considerations, if applicable

Task: Provide to the City for review and incorporate staff comments.

Deliverable(s):

- Digital copy (MS Word versions of the documents)

G. Screencheck of Final Environmental Impact Report

Task: Provide to the City for review and incorporate staff comments.

Deliverable(s):

- Digital copy (PDF and MS Word versions of the document)

H. Final Environmental Impact Report and Technical Appendices

Task: Provide to City for review prior to distribution and distribute to all responders within 10 days prior to certification.

Deliverable(s):

- 18 bound copies (to include technical appendices on CD)
 - Digital copy for Public (PDF and MS Word versions of the document)
 - Digital copy for Staff to include cultural/archaeology reports
- *City to be responsible for all distribution and public notification actions associated with the Environmental Impact Report.

I. Final Mitigation Monitoring and Reporting Plan

Task: Provide to City for review prior to distribution.

Deliverable(s)

- Digital copy (MS Word version of the document)

J. Final Findings of Fact and Statement of Overriding Considerations, if applicable

Task: Provide to City for review prior to distribution.

Deliverable(s)

- Digital copy (MS Word version of the document)

K. Prepare Errata to Final Environmental Impact Report, Technical Appendices, Mitigation Monitoring and Reporting Plan, Findings of Fact, and Statement of Overriding Considerations, if applicable.

Task: Prepare based on comments at public hearing and provide to City for review prior to distribution. Allow for two rounds of changes.

Deliverable(s)

- 18 bound copies

- Digital copy (PDF and MS Word versions of the document)

5. Meeting Attendance

- A. Members of the Consultant Project Team are to attend a public EIR Scoping Meeting arranged by City staff at some time during the 30-day Notice of Preparation period.
- B. Members of the consultant team shall be available to meet with City staff as needed to discuss the status of the environmental document. A minimum number of meeting shall be specified by the consultant in its proposal.
- C. Members of the Consultant Project Team are to attend at least one Draft Environmental Impact Report public workshop, and one Planning Commission public hearing.
- D. Members of the Consultant Team are to attend at least one City Council meeting.
- E. The proposal shall include a cost for attending additional meetings, if required by the City.

6. Content of Proposals

Interested parties should submit three (3) bound copies and one (1) electronic copy. Proposals shall not exceed 30 pages, double-sided (excluding resumes), and shall include, in the following order:

- A. **Executive Summary.** Describe the firm's approach to addressing and completing the Scope of Work.
- B. **Project Understanding.** Statement of consultant's understanding of the Scope of Work.
- C. **Qualifications and Experience.** Consultant and sub-consultant qualifications, experience, and capabilities with regard to preparing similar planning documents. Please provide resumes and dated work histories for all individuals who are proposed to work on the project.
- D. **Management Plan.** Management plan for carrying out the work to ensure reliable, cost effective service under the contracted for Scope of Work. The plan should identify key staff persons that will be involved in the day-to-day administration of the project, including all persons performing work under subcontracts. Provide an organizational chart of all personnel.
- E. **Key Deliverables.** Identification of deliverables relative to the scope of services tasks, which personnel will be required to complete each task (including any requested City staff support), and how much time will it take.
- F. **Project Schedule.**
- G. **Budget.** Cost proposal section which includes a description of hours and cost by task as presented herein. A table detailing hours by task and staff involved must

be included in this section, and rates of individual staff must be clearly noted.

Include a breakdown of costs for in-house labor as well as sub-consultants and/or outside costs, such as printing for each task. Include a schedule of fees for work to be performed on a time and materials basis, if any.

H. Proposed payment schedule.

I. **Sample Project.** Provide a description of one similar project firm has completed. Include, as an attachment to the proposal, an electronic copy of the document.

J. **References.** Provide names, addresses, and current telephone numbers of at least three (3) professional references, for work conducted within the past four (4) years.

K. **City Contract and Insurance Requirements.** Provide statement of ability to comply with City standard form contract (please identify if proposing any revisions to the contract language) and to meet standard City insurance requirements.

7. Consultant Selection Process

The City will review all proposals received for:

- A. Completeness and responsiveness to this RFP.
- B. Qualifications and previous successful performance of the consultant team on similar projects.
- C. Work experience of assigned personnel.
- D. Scope of services proposed within the estimated budget allocation.
- E. Time frame and availability of consultant.
- F. References.

The City may select a short list of consultants for further evaluation in the form of an oral presentation and interview.

The City has expectations that the following minimum standards shall be met by the Consultant.

- A. The completion of the scope of service requires the formation of a Consultant Project Team under the direction of a single Project Manager.
- B. The Consultant shall have no record of unsatisfactory performance. Consultants who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond reasonable

control of Consultant, shall be presumed to be unable to meet this requirement.

- C. The Consultant shall have the ability to maintain adequate files and records and meet statistical reporting requirements.
- D. The Consultant shall have the administrative and fiscal capability to provide and manage the services and to ensure an adequate audit trail.
- E. The Consultant shall meet other presentation and participation requirements listed in this RFP.
- F. Provide all required maps, drawings, reports, and other data prepared or obtained in the performance of services required by this agreement. Unless otherwise directed, all deliverable items shall be provided in both digital form (Microsoft Word and JPG / PDF format) and in hardcopy.
- G. The EIR shall meet all of the requirements set forth in CEQA (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, Section 15000 et seq.).
- H. The Consultant shall incorporate AB 52 requirements into each task/deliverable outlined below and is solely responsible for all correspondence, distribution, and communications with Native American Tribes.
- I. Identified impacts shall be designated as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended. Mitigation measures should be described in detail and should be specific to the project. Two types of mitigation measures should be recommended: 1) measures addressing impacts related to primary impacts; and 2) measures addressing impacts related to secondary impacts associated with the proposed project.
- J. The City of Martinez reserves the right to withdraw this Request For Proposal at any time without prior notice, and/or to reject any and all proposals, and shall not, in any event, be liable for any pre-contractual expenses incurred by any recipient or responder.

The schedule for the selection process is:

RFP issued:	July 12, 2019
Proposals due:	August 12, 2019 at 5:00 pm.
Consultant selection:	August 19, 2019
Contract approval:	September 18, 2019

Prior to awarding any work, the selected consultant(s) will be required to execute a Consultant Contract with the City and meet minimum insurance requirements. See Attachments. Any proposed changes to the City's standard contract terms should be identified in the response to the RFP.

The City of Martinez reserves the right to withdraw this RFP at any time without prior notice, and/or to reject any and all proposals, and shall not, in any event, be liable for any pre-contractual expenses incurred by any recipient or responder.

Attachments to this RFP

- Insurance requirements
- Standard City Consultant Contract



CITY OF MARTINEZ

525 Henrietta Street, Martinez, CA 94553-2394

Community & Economic Development

(925)372-3515
Fax (925)372-0257

MEMORANDUM

DATE: July 12, 2019
TO: Interested Parties
FROM: Margaret Kavanaugh-Lynch, City Planner
SUBJECT: General Liability and Auto Liability Policies

Provider 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 the Provider, its agents, subcontractors, representatives, or employees.

Coverage Required	Limits per Occurrence	Scope-As broad
General Liability	\$2,000,000.00	As CG001
Automobile Liability	\$300,000.00	As ISO-CA001
Worker' Comp/Employers Liability	\$1,000,000.00	As req. by CA
Professional Liability	\$1,000,000.00	As appropriate to profession

The General Liability and Auto Liability policies are to contain or be endorsed to name the City, its officers, officials, employees, and designated volunteers as additional insureds in respect to liability arising out of the work performed in connection with this contract, including products and completed operations coverages. The Provider's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Provider shall furnish the City Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current A.M Best rating of not less than A:VII if the insurance company is licensed to do business in the State of California. If not, the insurance company shall have an AM Best rating of not less than A+:X. The endorsements are to be received and approved by the City before work commences.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this ____ day of ____, 2019 by and between the CITY OF MARTINEZ, hereinafter referred to as CITY, and _____, hereinafter referred to as CONSULTANT, whose address is _____. The CITY and CONSULTANT hereby agree as follows:

SPECIFIC PROVISIONS

1. **DESCRIPTION OF PROJECT**

This Project consists of:

2. **SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

The services provided by Consultant shall include _____, as stated in the proposal dated _____, incorporated herein by reference as Exhibit "A."

3. **SCOPE OF SERVICES TO BE PROVIDED BY CITY**

4. **PAYMENT**

a. **Compensation:**

The total cost for services provided by Consultant shall not exceed \$_____.

The City agrees to pay Consultant for the services specified in Section 2 as follows:

The City agrees to pay Consultant for the services specified in Section 2 in accordance with Exhibit "B" which is attached hereto and incorporated herein

b. **Time of Payment**

Provided CONSULTANT is not otherwise in default under this Agreement, CONSULTANT shall be compensated monthly in arrears based on the time spent during the previous month for which an itemized invoice shall have been submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices

However, all payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase of task shall not exceed the following:_____.

5. **TIME OF COMPLETION**

The CONSULTANT shall perform the work described in Section 2 in accordance with the schedule contained in Exhibit __, attached hereto and incorporated herein.

The CONSULTANT shall perform the work described in Section 2 in accordance with the following schedule:

Service	Completion Date
_____	_____

6. CONSULTANT and the CITY agree the schedule in Section 5 above represents their best estimates with respect to completion dates and both CONSULTANT and CITY acknowledge that departures from the schedule may occur. Therefore, both CONSULTANT and CITY will use reasonable efforts to notify one another of changes to the schedule. Any proposed change in the schedule, including a change based on the events described in Section 7, immediately below, shall be delivered to the other party in writing. Any such proposed change by one party shall be subject to the approval of the other party; provided, however, that any such approval may not be withheld unreasonably. The person executing this Agreement on behalf of the CITY shall have the authority to agree to extensions proposed by the CONSULTANT.
7. CONSULTANT shall not be responsible for performance delays caused by others, or delays beyond CONSULTANT'S control, and such delays shall extend the times for performance of the work by CONSULTANT.

GENERAL PROVISIONS

1. The status of CONSULTANT is that of an independent contractor operating having control of his/her work and the manner in which it is performed. CONSULTANT is not considered to be an officer, an employee, or an agent of CITY, nor shall he/she hold him/herself out as or represent that he/she is an officer, employee, or agent of the CITY. CONSULTANT is required to obtain a business license with the City. A copy of the business license application is included as Exhibit D.
2. The CONSULTANT agrees that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul and cancel this Agreement without liability of any sort and/or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be endorsed by Consultant and delivered to and become the property of the City with the exception of proprietary/copyrighted information (as in agreements or software services). In addition, data prepared or obtained under this Agreement shall be made available, upon request, to the City. The foregoing notwithstanding, said documents, plans, etc. which are site specific for the subject project shall not be used for any other work without the consent of Consultant.

Consultant and his/her/its subconsultants shall keep and maintain full and complete documentation and accounting records, including all records, employees' time sheets and correspondence pertaining to this Agreement. The Consultant shall make such documents and records available for review and/or audit evaluation by representatives of the City at all reasonable times during the contract period and for at least four (4) years from the date of final payment. Upon written request by the City, the Consultant shall provide the City with copies of all pertinent reports and correspondence.

3. CONSULTANT shall provide properly skilled professional and technical personnel to perform all services under this contract. The CONSULTANT shall not engage the services of any person or persons now employed by the CITY, except with the written permission of the CITY. Except as otherwise herein provided, the CONSULTANT shall not assign or sublet any portion of the services to be performed under this Agreement without the prior written consent of the CITY. Said consent may be withheld with or without reasons. In the event that the CITY, in writing, approves any assignment or subletting of this Agreement or the retention of sub-consultants by CONSULTANT, the CONSULTANT shall provide to the CITY copies of each and every sub-consultant contract prior to the execution thereof by the CONSULTANT and sub-consultant.
4. CONSULTANT shall comply with all Federal, State and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-

discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

5. All changes and/or extra work shall be performed and paid for in accordance with the following:
 - a. Only the CITY Manager may authorize extra and/or changed work. CONSULTANT expressly recognizes that other CITY personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of CONSULTANT to secure the CITY Manager's prior, written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and CONSULTANT thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - b. If the CONSULTANT is of the opinion that any work he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, he shall promptly notify the CITY Manager of the fact. The CITY Manager shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the CITY Manager determines that such work does constitute extra work, the CITY shall provide compensation to the CONSULTANT on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the CITY and the CONSULTANT. Such Supplemental Agreement shall be executed by the CONSULTANT and be approved by the necessary CITY officials.
 - c. In the event the CITY Manager determines that such work does not constitute extra work, CONSULTANT shall not be paid extra compensation above that provided herein. The determination of the CITY Manager may be appealed to the CITY Council as long as a written appeal is submitted to the CITY Manager within five (5) days after the date of the CITY Manager's determination. Said written appeal shall include a description of each and every ground upon which CONSULTANT challenges the CITY Manager's determination.
6. CITY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that payment for or acceptance of CONSULTANT'S work by CITY shall not operate as a waiver or release. CONSULTANT shall indemnify and hold harmless the CITY from and against any and all claims or expenses caused or occasioned directly or indirectly by CONSULTANT'S failure to so perform.
7. CONSULTANT assumes all responsibility for damages to property or injury or death to persons caused by the negligent performance errors or omissions of CONSULTANT and/or his/her agents or employees. To the extent permitted by law, CONSULTANT shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONSULTANT from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CONSULTANT, his employees and agents hereunder and regardless of CITY'S passive negligence. CITY agrees to provide CONSULTANT with reasonable notification of legal claims and/or lawsuits which CITY may receive and for which CITY will request indemnification under this Section.

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 Workers' Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by CONSULTANT.
8. Without limiting CONSULTANT'S indemnification provided hereunder, CONSULTANT shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the CITY, the following policies of insurance with a Best rating of no less than A:-VII.

- a. Workers' Compensation insurance to cover its employees, and the CONSULTANT shall require all sub-consultants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the sub-consultant's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the CITY.

In the event any class of employees engaged in hazardous work under the Contract is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide, and shall cause all sub-consultants to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to CITY and shall provide that it will not be canceled without first giving thirty (30) days notice to the CITY.

CONSULTANT'S Worker's Compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment."

- b. Commercial general liability insurance including personal injury and property damage insurance for all activities of the CONSULTANT and its sub-consultants arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, x, c, u hazards, subcontractors named as additional insureds (inapplicable if no subcontractors or subconsultants), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than \$2 million dollars combined, single limit personal injury and property damage for each occurrence. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY. The commercial general liability policy shall be endorsed with the following language:

(1) The CITY OF MARTINEZ is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

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

(3) The insurance provided herein is primary and no insurance held or owned by the CITY OF MARTINEZ shall be called upon to contribute to a loss.

(4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the CITY of MARTINEZ.

- c. Professional liability, errors and omissions insurance in an amount not less than \$1 million dollars. The professional liability insurance policy shall be endorsed with a provision stating that it may not be canceled without first giving thirty (30) days prior written notice to the CITY. The professional liability policy shall be written on an occurrence policy basis to cover any professional liability, errors or omissions made during the term of policy. In the event CONSULTANT'S policy is a "claims made" policy only covering those claims made during the policy period, then CONSULTANT agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

(1) SUB-CONSULTANTS providing professional services under this agreement shall be added to CONSULTANT'S policy as additional insured, or shall provide evidence of their own professional liability insurance which is acceptable to the CITY Attorney.

- d. CONSULTANT shall submit to CITY documentation evidencing its required insurances signed by the insurance agent and companies, copies of which are attached as Exhibit "C". Any deductible or

self-insured retentions must be declared to and approved by CITY. At the option of CITY, insurer shall reduce or eliminate such deductible or self-insured retention as respects CITY, its officers and employees or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

9. The CITY shall furnish the CONSULTANT, to the extent that they are available, CITY standards, details, specifications, and regulations applying to the Project and other such information which may be helpful to the CONSULTANT in performance of its service. Any and all additional data necessary for design shall be the responsibility of the CONSULTANT.
10. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY within its sole discretion upon written notice to CONSULTANT. CONSULTANT may terminate this Agreement upon thirty (30) days' written notice to the CITY only for good cause, including without limitation, CONSULTANT'S serious illness or material breach of this Agreement by the CITY. CONSULTANT'S written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the CITY, become its sole property and shall, at CONSULTANTS' expense, be delivered to the CITY or to any party the CITY may so designate. In the event of termination by CONSULTANT, CONSULTANT shall only be compensated for all work CONSULTANT satisfactorily performs prior to the time CONSULTANT delivers to the CITY the termination notice, unless other arrangements are agreed to by the CITY. In the event of termination by the CITY, CONSULTANT shall be compensated for all work satisfactorily performed prior to the time CONSULTANT receives the termination notice, and shall be compensated for all materials ordered by CONSULTANT, and services of others ordered by CONSULTANT prior to receipt of the CITY'S termination notice, whether or not such materials or instruments of services of others have actually been delivered to CONSULTANT or to the CITY, provided that CONSULTANT is not able to cancel such orders for materials or services of others. In the event this Agreement is terminated pursuant to this section, CONSULTANT shall not be entitled to any additional compensation over that provided herein; nor shall CONSULTANT be entitled to payment for alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the CITY pursuant to this section.
11. Should the CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the CITY may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. CONSULTANT shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by CITY by virtue of the CONSULTANT'S breach of this Agreement.
12. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.
13. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by parties to this Agreement.
14. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a breach of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
15. All notices permitted or required hereunder shall be addressed as follows:

If to the CITY:

Eric Figueroa
City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553

If to the CONSULTANT:

16. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Contra Costa.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written in the CITY OF MARTINEZ, California.

CITY OF MARTINEZ
A Municipal Corporation

Date: _____

By: _____
Eric Figueroa, City Manager

CONSULTANT is a corporation duly organized and validly existing and in good standing under the laws of the State of California, and is authorized to perform the services under this agreement. The corporate officer executing this agreement has been authorized and directed to do so by corporate resolution.

Date: _____

By: _____
Consultant

APPROVED AS TO FORM

By: _____
City Attorney

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Terms of Payment (if specified in a separate document)
- Exhibit C: Proof of Required Insurance
 - Worker's Compensation Insurance
 - Commercial General Liability Insurance
 - Commercial General Liability - Auto Insurance
 - Professional Liability
- Exhibit D: Business License Application