



**REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL  
PLANNING SERVICES FOR A GENERAL PLAN UPDATE (GPU)  
AND  
ENVIRONMENTAL IMPACT REPORT (EIR)**

City of Antioch  
200 "H" Street  
Antioch, CA 94509

**Issue Date: April 23, 2025**

**Deadline for Submissions: June 11, 2025 by 4:30 pm**

# **CITY OF ANTIOCH**

## **REQUEST FOR PROPOSALS (RFP)**

### **PROFESSIONAL PLANNING SERVICES**

#### **FOR A GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT**

##### **I. INTRODUCTION AND BACKGROUND**

The City of Antioch, incorporated in 1872, covers an area of approximately 28 square miles. With an estimated population of 115,632 (as of January 1, 2024), the City has a population density of approximately 4,129 persons per square mile.

The City of Antioch lies in eastern Contra Costa County between the cities of Brentwood and Oakley on the east and Pittsburg on the west. County lands bound the City to the south. The Sphere of Influence (SOI) for the City of Antioch is mostly coterminous with the municipal boundary, with the exception of extensions to the north (San Joaquin River and County boundary) and to the south. The City has its own voter-approved Urban Limit Line which surrounds the entire City.

Land uses in the City include a mix of industrial, residential, office, commercial, transit oriented development, retail, mixed use, agricultural, and open space. Agricultural uses include cattle grazing and vineyards.

The City of Antioch is a general law city operating under a council-manager form of government. The publicly elected City Council consists of five members, including the directly elected Mayor; members serve staggered four-year terms.

*Current General Plan:* The existing General Plan was comprehensively updated and adopted in 2003 and encompasses a time frame of 25 years. Since 2003, the Housing Element has been updated regularly as required by State law, with the current version (6<sup>th</sup> Cycle 2023-2031) having been adopted on January 24<sup>th</sup>, 2023.

In 2023, the City adopted an Environmental Hazards Element Update and added an Environmental Justice Element.

The current General Plan is comprised of 10 elements:

- Growth Management Element
- Land Use Element
- Community Image and Design Element
- Circulation Element
- Economic Development Element
- Public Services and Facilities Element
- Housing Element (2023)
- Resource Management Element
- Environmental Hazards Element (2023)
- Environmental Justice Element (2023)

The General Plan Update is envisioned as a major update of all elements except the Housing Element, Environmental Justice Element and Environmental Hazards Element. Ultimately, the goal of this update is to produce a General Plan that is accessible and implementable. City staff is open to suggestions for streamlining the process.

The following documents should be reviewed when preparing proposals:

- **City of Antioch General Plan:** [https://www.antiochca.gov/fc/community-development/planning/Antioch\\_Adopted\\_General\\_Plan.pdf](https://www.antiochca.gov/fc/community-development/planning/Antioch_Adopted_General_Plan.pdf)
- **City of Antioch Environmental Justice Element:** <https://www.antiochca.gov/fc/community-development/planning/Environmental-Justice-Element.pdf>
- **City of Antioch Environmental Hazards Element:** <https://www.antiochca.gov/fc/community-development/planning/Environmental-Hazards-Element.pdf>
- **City of Antioch Housing Element:** <https://www.antiochca.gov/fc/community-development/planning/housing-element/certified-housing-element.pdf>
- **Zoning Map:** [www.antiochprospector.com](http://www.antiochprospector.com)
- **Zoning Code:** [https://codelibrary.amlegal.com/codes/antioch/latest/antioch\\_ca/0-0-0-27919](https://codelibrary.amlegal.com/codes/antioch/latest/antioch_ca/0-0-0-27919)

## **II. SCOPE OF WORK**

The scope of work includes an update of the 2003 City of Antioch General Plan and preparation of an Environmental Impact Report (EIR) for the updated General Plan.

The City is interested in applying its resources wisely and in a cost-effective manner. The City also recognizes that although all elements of the general plan are important, including optional elements, not all need to be addressed in a general plan. The City is prepared to minimize or eliminate some of the discretionary elements and will work with the consultant to identify the elements in question.

*Community engagement and outreach:* It is in the interest of the City to have a robust, inclusive, and informative community engagement program. It is also in the interest of the City to have City Staff and community volunteers be involved in community engagement activities. The role of the consulting team will be to organize and arrange content for a project website, the community workshops, and to facilitate public meetings. The consulting team's community engagement and outreach plan is expected to fulfill Goal 1 of the Environmental Justice Element, Encourage Meaningful Civil Engagement.

The consultant will monitor the direction and outcome of the public review process and incorporate the input into the updated General Plan.

The community engagement process for the General Plan update is anticipated to include at least three categories of workshops open to the public: 1) introductory workshops/visioning sessions, 2) workshops held midway through the update process that will serve to report the consultant's findings to date and present alternative recommendations, and 3) workshops/hearings to present the preferred alternative(s).

Each category of workshops will include public meetings focused on one or more groups, such as the general public, Planning Commissioners, City Councilmembers, etc. The number of meetings to be held within each workshop category to engage broad public comment will be determined based on input from City Staff and the consultant's recommendation, as well as the overall budget for the project.

Staff in the Community Development Department will be responsible for public notification, scheduling of meetings, and assisting the consultant with public outreach. City Staff also anticipates editing sections of the initial draft plan, as well as reviewing the consultant's administrative draft of the General Plan update.

### **III. SCOPE OF SERVICES**

#### **A. Required Scope of Services**

All services shall be provided in accordance with the City's draft Professional Services Agreement, a sample of which is provided for as Attachment A. Services to be provided by the selected consultant include the following:

1. Establish one individual who will serve as consultant's project manager and point of contact for all services performed under contract.
2. Work as an extension of City's Community Development Department Staff. Maintain an open dialogue with Staff and work closely with the City review team to update existing goals and policies from the 2003 General Plan.
3. Research and prepare reports; create and maintain a project website; and facilitate public meetings and workshops with City Staff, Planning Commissioners, City Councilmembers, and the public to gather input, collaboratively explore ideas, and present findings.
4. Prepare a Draft Environmental Impact Report (EIR), Final EIR and all supporting documents necessary to comply with the requirements of the California Environmental Quality Act.
5. Document current conditions, establish goals for the City's future, and recommend means for achieving those goals within the appropriate elements of the General Plan.
6. Provide consistency with the State Office of Planning and Research General Plan Guidelines (now State Department of Land Use and Climate Innovation (LCI)).
7. Integrate all documents and elements to provide internal consistency in content and appearance. Eliminate redundancy between elements as much as possible.
8. Advise changes to the City's zoning regulations to comply with any changes to the Land Use Element.
9. After receiving comments from City Staff, incorporate revisions and prepare revised draft Plan(s).
10. Present the final draft General Plan Update and draft EIR at a public hearing before the Planning Commission for their recommendation to the City Council and at a public hearing before the City Council for their consideration of approval as required for Plan adoption.

## **B. Optional Scope of Services**

In addition to the required scope of services described in III.A, the City requests the following additional, optional tasks be included:

1. Economic Development Element. Provide a proposal and price for a standalone Economic Development Element. This element should complement the “Reinvest Antioch” Economic Development Strategic Plan that was adopted in 2022. The document website is: <https://www.antiochca.gov/economic-development/economic-development-strategic-plan/>
2. Comprehensive Zoning Code Update. In addition to the services detailed in III.A.8, provide a proposal for a comprehensive Zoning Code update that is aligned with the updated General Plan. The update should create a user-friendly, easy to interpret Zoning Code.

## **IV. SCHEDULE**

RFP Released: April 23, 2025

Proposals Due: June 11, 2025

Initial Proposal Evaluation Completed: June 25, 2025

Interviews (if necessary): July 8, 2025

City Council Award: July 23, 2025

Contract Execution: September 15, 2025

## **V. REQUIRED PROPOSAL CONTENTS**

The City welcomes a response to the RFP that best expresses the qualifications of the respondent. In general, lengthy or overly complex responses are discouraged. To demonstrate its qualifications, ability to perform the services described in this RFP, and its proposed methodology for performing these services, the consultant shall submit proposals containing the following information, as described below.

## **A. Qualifications**

- Identify by name and position the proposed Project Manager and include a detailed resume for this individual. If the Project Manager is different from the person who will be the actual key contact with City Staff, identify this person and include a detailed resume.
- List the name, position, brief resume, and proposed responsibilities for all other key personnel. Indicate their present assignments and availability. Include alternate personnel that would be used if the persons identified as key personnel are not available at the time a specific project issue arises.
- Describe any special resources the project team may bring to the Project, such as specific recent experience working on related projects and recent experience on City of Antioch or other local (Contra Costa County) projects.

## **B. Experience**

- List and briefly describe the five (5) most recent similar projects by the proposed project team. Each description shall include:
  - The name of the client and a contact name, address, and telephone number/email address.
  - The scope of the consultant's involvement in the project.
  - The month/year the project started and the month/year it was completed.
  - The total value of the services provided.
  - The key personnel involved and the sub-consultants employed.
  - Sub-consultants should identify at least three (3) recent projects of a similar nature.
- Briefly summarize any litigation (and outcomes) within the last seven years that the firm has been involved in concerning a general plan, specific elements of a general plan, or the adequacy of CEQA documentation prepared by the firm or proposed subcontractors.
- Include a sample Land Use Element and an element of your choosing, completed within the last five years. Preference will be given to firms that have completed General Plan updates per the 2017 Office of Planning and Research Guidelines.

## **C. Project Approach**

Briefly describe the project team's proposed technical and management approach to the project. Include the following information:

- A description of the project team's organization, methodology, and approach required to conduct this project.

- A description of the process of the flow of communications between firm team members and City Staff.
- The firm’s approach to cost control, schedules and ensuring deliverables are met by established milestones/timelines, and quality.
- Any assumptions or limitations as to technical study scope or process (number of meetings to be conducted and attended, types and number of technical studies needed, etc.).

**D. Cost Proposal – Separately sealed**

Provide a separately sealed and labeled fee proposal based on time and materials, with a “not-to-exceed” maximum cost for all work identified in the scope of services. The “not-to-exceed” should include total costs – both with and without the Optional Tasks.

- Identify the expected hours by job classification. Include the work of all sub-consultants in computations.
- Provide a current hourly rate schedule, and list positions.
- Include an estimated budget for reimbursable expenses, if any. Include any contingency for unforeseen expenses and detail what items would be covered by this contingency budget.
- Suggest any modifications that the City could make to the scope of work or scope of services that would allow the project to be accomplished more cost effectively.
- Optional Tasks
  - Include a stand-alone cost proposal for an Economic Development Element.
  - Include a stand-alone cost proposal for a Comprehensive Zoning Code Update.

**VI. PROPOSAL EVALUATION**

Consultant proposals will be evaluated based upon firm qualifications and qualifications of key personnel, experience, project approach, cost, and responsiveness to RFP criteria. Preferential consideration will be given to firms as described in Item V.B above. Proposals will be evaluated by a committee comprising City of Antioch Staff, and after review of the proposals, the evaluation committee may choose to interview up to three top-ranked firms. City Staff will negotiate a contract with the top-ranked firm based on the scope of work and scope of services described herein, and the cost proposal submitted by the consultant. In



the event the City and the top-ranked consultant are unable to reach a mutually satisfactory agreement for any reason, the City reserves the right to terminate negotiations with the top-ranked firm and to commence negotiations with the second-ranked firm. The City Council will consider the recommendation of the consultant evaluation committee and the negotiated contract and make a decision regarding award of the contract during a regularly scheduled meeting that is open to the public. Provided the City Council approves the contract, the selected firm should be ready to immediately begin implementation of services described in the scope of work.

## **VII. INSURANCE REQUIREMENTS**

Once the successful consultant has been notified of the contract award, they will be required to submit insurance certificates as specified in Attachment A..

## **VIII. INQUIRIES**

Inquiries concerning this request for proposal must be made in writing via email to:

David A. Storer, AICP  
Interim Community Development Department Director  
City of Antioch  
Email: [dstorer@antiochca.gov](mailto:dstorer@antiochca.gov)

## **IX. CITY BUSINESS LICENSE**

A City of Antioch Business License is required for work performed in the City of Antioch. For information on how to apply for a license and associated fees, please go to the City's website at <https://www.antiochca.gov/finance-department/business-license/business-license-applications/>

## **X. CITY OF ANTIOCH RIGHT OF REFUSAL**

The City of Antioch reserves the right to accept or reject any or all proposals based solely on its analysis of the proposals received including the cost thereof.

## **XI. PROPOSAL SUBMITTAL**

All proposals in response to this RFP are due no later than 4:30 p.m. on June 11, 2025. Five (5) hard copies and one electronic copy via email of the proposals are required and are to be delivered to:

City of Antioch  
Community Development Department  
200 "H" Street  
Antioch, CA 94509  
Attention: David A. Storer, AICP  
[dstorer@antiochca.gov](mailto:dstorer@antiochca.gov)

## **XII. APPENDICES**

Appendix A – Sample Professional Services Agreement

## **APPENDIX A**

### **Sample Professional Services Agreement**

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
\_\_\_\_\_ [NAME OF CONSULTANT]**

THIS AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“**Effective Date**”) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and \_\_\_\_\_ with its principle place of business at \_\_\_\_\_ (“**Consultant**”) as of \_\_\_\_\_, 202\_. City and Consultant individually are sometimes referred to herein as “**Party**” and collectively as “**Parties.**”

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in th4.1is Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein (“**Services**”). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

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

**1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

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

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

**SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \_\_\_\_\_, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement.

Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

## **2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.]

**2.3 Total Payment.** City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

\_\_\_\_\_

**2.6 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement

prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1 Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the required threshold. If Consultant’s services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

**4.2 Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3 Workers' Compensation Insurance.** Workers’ Compensation Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**4.4 Professional Liability (Errors and Omissions).** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

**4.5.1 *Additional Insured Status.*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 *Primary Coverage.*** For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.3 *Notice of Cancellation.*** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**4.5.4 *Waiver of Subrogation.*** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**4.5.5 *Deductibles and Self-Insured Retentions.*** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**4.5.6 *Claims made policies.*** If any of the required policies provide claims-made coverage:

**4.5.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

**4.5.6.2** Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**4.5.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6 Certificate of Insurance and Endorsements.** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**4.7 Subcontractors.** Consultant shall include all subcontractors as insured 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 in this Agreement, including but not limited to naming additional insureds.

**4.8 Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required,



City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

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

**5.1** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.2** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## **SECTION 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

**7.6 California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code

Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

Consultant may cancel this Agreement only for cause upon thirty (30) days’ written notice to City and shall include in such notice the reasons for cancellation.

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

**8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or

photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

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

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

**9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

**10.1 Venue.** In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

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

**10.9 Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

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

Any written notice to City shall be sent to:

[INSERT DEPARTMENT/NAME]  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

City of Antioch  
P. O. Box 5007

Antioch, CA 94531-5007  
Attn: City Attorney

**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Bessie Marie Scott  
City Manager

Attest:

\_\_\_\_\_  
Melissa Rhodes  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Derek Cole  
Interim City Attorney

**CONSULTANT:**

[NAME OF CONSULTANT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*

EXHIBIT A  
SCOPE OF WORK



EXHIBIT B  
PAYMENT SCHEDULE