



HALF MOON BAY

CALIFORNIA

Request for Qualifications (RFQ)
for
Stationary Engineering Services:

**Part-Time and On-Call Preventative Maintenance and Emergency
Repairs to Mechanical Components of the Half Moon Bay Library**

City of Half Moon Bay
Public Works Department
501 Main Street
Half Moon Bay, CA 94019

Point of Contact:

Dan Barros
Public Works Superintendent
(650) 750-2029
dbarros@hmbcity.com

QUALIFICATIONS DUE: MAY 9, 2018 BY 3:00 PM

1. INTRODUCTION

The City of Half Moon Bay, through the Public Works Department, is soliciting firms to submit qualifications and performance data on scheduled preventative mechanical maintenance and emergency repairs to the City's facilities. The Contractor must be able to respond to emergency repairs within 24 hours and within 48 hours for non-emergency repairs. The work includes, but is not limited to, all labor and equipment to repair, replace, adjust, and maintain pumps, motors, HVAC, electrical, and related mechanical systems; inspection; testing; and emergency response. The contract work will include commissioning of the new Half Moon Bay Library (LEED-certified) along with annual maintenance and operations of the facility with an additive alternative proposal for other city owned facilities including City Hall, the Ted Adcock Community Center, the Emergency Operations Center and Sheriff's Substation.

Services will be for a one-year contract for designated city-facilities within the City of Half Moon Bay with a provision for two (2), one-year renewal options upon satisfactory performance.

This request invites firms to submit qualifications and performance data to identify a list of the top qualified firms that the City may invite for interviews. The top qualified firm will then enter into a contract with the City to provide the services required as part of this RFQ. Submission requirements and additional information for this effort are detailed in this request.

2. BACKGROUND

Incorporated in 1959, Half Moon Bay offers a wide variety of public and private attractions. The City rests on the Pacific Coast between forested hills and some of the most beautiful coastlines that California has to offer. It is located approximately 28 miles south of San Francisco and lies within the westernmost portion of San Mateo County.

The historic downtown is home to numerous shops, art galleries, restaurants, bed and breakfasts, and other businesses. Local beaches and parks can be accessed by pedestrians, bicyclists and equestrians. Golf can be enjoyed at two of California's finest courses. The City and coastside are home to numerous nurseries and farms. The Pumpkin Festival held in October draws hundreds of thousands of people to the coast to enjoy its panoramic vistas, fine cuisine, arts, crafts and genuine hospitality.

Temperatures are mild and the valleys are rich. Half Moon Bay and the coastside are proud of their agriculture & floriculture center where roadside stands sell locally grown fruit, artichokes, greens, root vegetables, beans and herbs. You cannot top the fresh seafood available everywhere in restaurants or to take home and prepare yourself.

Residents of this charming community live a lifestyle that many think no longer exists in California. Neighbors care about each other, schools are important, and there is a sense of real community.

The City is governed by a five- member City Council with members selecting a Mayor for a one year term and has an appointed City Manager. The City's population of slightly more than 11,000 residents is active and there has been a great emphasis on public participation in local government. Other information regarding the City of Half Moon Bay can be found on the City's website – <https://www.half-moon-bay.ca.us/>.

The firm will work under the direction of the Public Works Director or designee to handle STATIONARY ENGINEERING service tasks as they are required. The highest rated firm will be selected to enter into a contract for preventative maintenance and on-call services. The firm will enter into a professional service agreement (sample attached) which will specify the billing rates, personnel to be assigned, and other terms as required by the City.

3. SCOPE OF SERVICES

Primary firms along with any sub-consultants shall submit **statements** delineating the disciplines that they wish to be qualified. The disciplines include, but are not necessarily limited to, the following areas of experience and expertise:

- Heating, Ventilation and Air Conditioning (HVAC): Conduct scheduled preventative maintenance on HVAC units, control panels, thermostats. Replace filters and perform necessary repairs, adjustments and replacements as needed.
- Electrical Systems: perform preventative maintenance, necessary repairs and potential installations of any, and all components pertaining to the facility electrical system.
- Mechanical Systems: Conduct scheduled preventative maintenance on facility mechanical systems (pumps, motors, etc.). Replace filters and maintain lubrication. Perform tests and make necessary adjustments, repairs and replacements of parts and units as necessary.

The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications does not need to include a fee proposal for any of these specific tasks; fee proposals for individual tasks would be requested during the course of the on-call contract.

The term of the agreement shall be for one (1) year, with up to two (2) one (1) year extensions. Approximately 45 days prior to the end of each one (1) year period, a meeting may be held between the firm and the City of Half Moon Bay staff for conducting a performance review, revising the scope and/or language of the agreement and submitting the firms most current rate schedules. The agreement, as well as annual extensions, shall require the City Council’s approval.

4. SCHEDULE AND SUBMITTALS

The City’s target dates are as follows:

Release of RFQ	April 18, 2018
Qualifications due	May 9, 2018
Possible interview with top firm(s)	May 16, 2018
Contract Award	May/June 2018

5. STATEMENT OF QUALIFICATION FORMAT AND CONTENT

The Statement of Qualification shall be brief, precise, and shall not include unnecessary promotional material. The Statement of Qualification shall not exceed 15 pages (double-sided; single-spaced), excluding resumes. The proposal should contain the following elements in the exact order and segmentation listed below:

1. *Cover Letter*. Describe your firm or team's interest and commitment in providing Stationary Engineering Services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City.

2. *Staffing, Team Experience and Understanding of Project & Objectives*. Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar contracts/projects. Include an organizational chart and provide a matrix including which projects team members have worked on together in the past.

Also, this section should have a discussion demonstrating the proposer's understanding of the project, the goals, the services to be provided, their significance to the overall City goals.

3. *Experience on similar projects*. The firm must present significant evidence of successful contracts/projects done for local government clients over the past five years. Contracts/projects should be representative types normally done by local government organizations.

4. *Resumes*. Include single page resumes of the engineers, project managers, technicians, key personnel and sub-consultants (if any) to be assigned to the contract. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will be allowed only after an interview and concurrence with the City.

5. *References*. Provide at least three references (name, agency, title, address and telephone number) for recent similar or related work.

6. *Rates*. Please provide a list by position title of primary and any sub-consultant firm(s) with current hourly rates.

7. *Other Relevant Information & Exceptions*. Provide any additional relevant information that may be helpful in the selection process including any exceptions taken to the City's standard agreement.

6. EVALUATION AND SELECTION PROCESS

Qualifications will be screened, and the top candidate(s) will be reviewed by the City.

The qualifications for the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully weigh:

- Firm's understanding of the scope and general approach to completing the work;
- Firm's experience with contracts of similar complexity and magnitude;
- Qualifications of the staff being assigned to this project;
- Demonstrated ability of the Firm to perform high quality work, to control costs and to meet time schedules; and
- Ability to work effectively with City staff and location of the firm in proximity to HMB.

Other qualifications/criteria as deemed appropriate by the City may also be screened. The City may request meetings and/or interviews during the selection process as needed.

7. SUBMITTAL GUIDELINES

Proposals should not exceed fifteen (15) pages (sheets of paper), double sided (8.5" x 11"), excluding table of contents and resumes. Proposals should include page numbers.

Proposals must include:

- One (1) printed copy marked "Original" and containing an original signature.
- Four (4) printed copies marked "Duplicate."
- One (1) electronic copy on a USB drive.

The envelope shall be addressed to:

**Dan Barros, Public Works Superintendent
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019**

On the envelope, the following shall be clearly noted:

**"Stationary Engineering Services: Part Time and On-Call Preventative Maintenance and
Emergency repairs to Mechanical Components of the Half Moon Bay Library"**

Proposals may be submitted in person at City Hall, or by mail, but must be **received** by **3:00 p.m. on May 9, 2018. NO E-MAIL SUBMISSIONS WILL BE ACCEPTED.**

Any changes made by the City to the requirements in this RFQ will be made by written addenda. Any written addenda issued to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. The City reserves the right to revise or withdraw this RFQ at any time and for any reason.

The City reserves the right to reject all Statements of Qualification, to request additional information concerning any statement for purposes of clarification, to accept or negotiate any modification to any statement following the deadline for receipt of all statements, and to waive any irregularities if such would serve the best interests of the City.

8. SINGLE PROPOSAL RESPONSE

All inquiries regarding the proposal should be directed to Dan Barros, Public Works Superintendent, at the above address, by telephone at (650) 750-2029, or preferably by email at DBarros@hmbcity.com.

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

All costs incurred during proposal preparation, any potential meetings or interviews, or in any way associated with the Firms preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Firm.

If awarded a contract, the firm shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City. Firms are liable for all errors or omissions contained in their proposals.

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any & all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals, if necessary, for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of certain subcontractors
- Negotiate with any, all, or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer(s) defaults or fails to execute an agreement with the City

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

The City retains sole discretion to evaluate proposals and may make an award to the Firms the City deems to have the most responsive proposal. Receipt of proposals in response to this RFQ does not obligate the City in any way to engage any Firm and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a Firm and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements.

SAMPLE PROFESSIONAL SERVICES AGREEMENT



CITY OF HALF MOON BAY PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made by and between the City of Half Moon Bay, a California municipal corporation (“City”) and [Insert Name of Consultant], a [Insert Type of Business Entity, LLP, LLC, Corporation, etc.] (“Consultant”), effective as of [insert start date of services].

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

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall run until [Insert End Date] or until terminated by either party pursuant to Section 8.

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

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

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. Exhibit A to this contract contains the Scope of Work and the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed 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 for each planning application along with the amount of prior billings, the total due in the current period, and the percentage of completion of processing for the application;
 - For each application processed, 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, and a brief description of the work;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours;
 - The Consultant's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the Fee Schedule shown in Exhibit A, incorporated herein by this reference.
- 2.4 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.5 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS.

4.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- Worker's Compensation insurance as required by the laws of the State of California.
- Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

4.2 Consultant shall require each of its subcontractors within their subcontract (in writing) to maintain insurance coverage that meets all of the requirements of this Agreement.

4.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.

4.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

4.5. At all times during the term of this Agreement, Consultant shall maintain on file with City's Finance Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents

and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 4.6. Consultant shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.
- 4.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City.
- 4.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 4.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 4.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 4.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. 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. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to the City and anyone claiming through or under the City on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services or from any cause or causes whatsoever shall not exceed the limits of insurance identified herein.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

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

6.2 Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon 15 day's written notice to Consultant.

Consultant may cancel this Agreement upon 15 days' written notice to City.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contract or prepared by or for Consultant or the City in connection with this Agreement. In the event Consultant is not provided notice of any outstanding materials to be delivered to City, Consultant shall be entitled to payment within 30 days.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall 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;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. To the extent allowed by law, City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place

Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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 the City Manager or their designee (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator.

10.10 Notices.

Any written notice to Consultant shall be sent to:

- Insert Consultant Name
- Insert Consultant Street Address
- Insert Consultant City, State, Zip
- Insert Consultant Attn. To
- Insert Consultant Phone
- Insert Consultant Fax
- Insert Consultant Email]

Any written notice to City shall be sent to:

- City of Half Moon Bay
- 501 Main Street
- Half Moon Bay, CA 94019
- Attn: Insert Name
- Phone: Insert Phone
- Fax: (650) 726-9389
- Email: Insert Email

10.11 Integration. This Agreement, including the Scope of Work and Fee Schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

/

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

“CITY”
CITY OF HALF MOON BAY

Date: _____

By: _____
City Manager

Attest:

Approved as to form:

By: _____
City Clerk

City Attorney

Date: _____

“CONSULTANT”
[Insert Consultant Name]

Date: _____

By: _____
[Insert Typed Name]
Its: _____

Attachments:

Exhibit A. Scope of Services & Fee Schedule