June 8, 2012

To: Prospective Consultants

RE: Request for Proposals for the City of Santa Rosa Automated Meter Reading / Advanced Metering Infrastructure Feasibility Study

The City of Santa Rosa’s Utilities Department is soliciting proposals for the Automated Meter Reading / Advanced Metering Infrastructure (AMR/AMI) Feasibility Study.

Proposal requirements and schedule are contained in the attachment Exhibit “A.”

The successful consultant will be required to execute the City of Santa Rosa Standard Professional Services Agreement (attached as Exhibit “B”). No exceptions to Sections 3 through 14 of this agreement will be accepted, and it is assumed that any consultant submitting a proposal is prepared to execute said agreement without modification.

Six copies of your proposal, as well as a copy in .pdf format on a flash drive, must be submitted not later than 12:00 p.m. on July 20, 2012 to the undersigned at the Utilities Department, 69 Stony Circle, Santa Rosa. Please contact me at (707) 543-3988 if further information is required.

Dan Muelrath
Water Resources Sustainability Manager
REQUEST FOR PROPOSALS

CITY OF SANTA ROSA AUTOMATED METER READING / ADVANCED METERING INFRASTRUCTURE (AMR/AMI) FEASIBILITY STUDY

Background

The City of Santa Rosa (City) water system consists of 617 miles of pipe, over 52,000 water service connections and meters for residential, commercial, industrial and institutional customers (Table 1), more than 7,000 fire hydrants and over 28,000 water valves. The City’s water distribution system is divided into 18 major pressure zones, and several smaller sub-zones, that are served by pipelines ranging in diameter from 4 to 24 inches. Most services are provided via 6 inch to 12 inch diameter mains which feed the water system’s 24 steel reservoirs and 20 water pumping stations. The City receives approximately 90% of its water supply from the Sonoma County Water Agency and the remaining 10% of it’s water portfolio consists of groundwater and recycled water. Additionally the City operates a reclamation system that comprises 6,130 acres of agricultural land.

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Number of Accounts in Year 2010</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family Residential</td>
<td>43,494</td>
<td>83.3%</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>3,129</td>
<td>6.0%</td>
</tr>
<tr>
<td>Commercial/Institutional/Industrial</td>
<td>2,887</td>
<td>5.5%</td>
</tr>
<tr>
<td>Landscape Irrigation</td>
<td>1,695</td>
<td>3.2%</td>
</tr>
<tr>
<td>Other¹</td>
<td>1,039</td>
<td>2.0%</td>
</tr>
<tr>
<td>Agricultural Irrigation</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total</td>
<td>52,244</td>
<td>100%</td>
</tr>
</tbody>
</table>

¹ Other accounts consist of private fire lines
History of Meter Automation

In 1993, the City began looking for a more efficient water meter reading process and started evaluating automated meter reading (AMR) technology. At that time, there were two meter reading solutions: Touch Read and Radio Read. The first AMR started in 1998 with radio read meters that used a handheld device to read the meters.

In 2001, the City went through an extensive review and bidding process of available AMR systems before Sensus Metering Systems was selected as the preferred provider. The City embarked on a capital improvement project (CIP) to replace “manual read” with AMR water meters as a way to improve customer service and control its meter reading cost. Besides improving efficiencies, radio read meters were installed where it was dangerous and difficult to read manual meters such as in median strips where meter readers needed to cross 2 lanes of traffic to obtain a read, hillside neighborhoods, narrow rural streets and busy commercial zones. Once these areas were converted, the next focus was to convert the most time-consuming meter reading routes.

The CIP was funded at a rate of $200,000 per year, and the initial plan focused on retrofitting approximately 10,000 meters during the following 5 years. The City’s in-house Meter Shop staff retrofitted approximately 7,700 manual read water meters during the 5-year period (2001-2006) and, as of 2012, have installed over 15,500 AMR type meters. Since 2006, the City continued to fund the AMR CIP project with $200,000 each year, ending with fiscal year 2011-2012.

Current Water Meter Inventory

The City has an active meter replacement program that is implemented with in-house staff. Part of this program is to test meters and determine the appropriate life span of meters. Based on the current meter inventory (Tables 2 and 3) and testing of meters prior to replacement, the target age for replacement is approximately 20 years of age with an average meter accuracy of 98.5%. Currently, 78% of all meters are 20 years old or less and 33% of all meters are 10 years old or less. While a majority of meters are installed in a dedicated meter box, there are over 7,000 meter boxes that house two water meters per box. The majority of the meters in the system are Sensus (32,000+) which has been the City’s sole meter vendor since 1999, and meters predating 1999 are a mix of Neptune and Sensus meters.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>5/8”</th>
<th>1”</th>
<th>1.5”</th>
<th>2”</th>
<th>3”</th>
<th>4”</th>
<th>6”</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Meters</td>
<td>47,000</td>
<td>3,550</td>
<td>350</td>
<td>1,425</td>
<td>150</td>
<td>50</td>
<td>25</td>
</tr>
</tbody>
</table>
Table 3 – Meter Read Type (approx.)

<table>
<thead>
<tr>
<th>Direct Read</th>
<th>Touch Read</th>
<th>Radio Read</th>
</tr>
</thead>
<tbody>
<tr>
<td>36,000</td>
<td>3,250</td>
<td>13,300</td>
</tr>
</tbody>
</table>

**Current Billing Software and Databases**

The City currently has an interface between our asset management system (Hansen) and our utility billing system (Advanced Utility Systems CIS Infinity). This bi-directional interface transfers information between the systems to start new billing accounts, change meters/registers on existing accounts, create requests for field crews to investigate or repair issues, relay results of any work performed on meters and update current customer information. The AMR/AMI system selected shall integrate with this current interface structure.

**Santa Rosa’s AMR/AMI Feasibility Study Project**

The City desires to optimize: meter reading, customer service and water-use efficiency efforts using AMR/AMI technology. This technology is being investigated to determine workflow efficiencies, improved communications and responsiveness to customers, integration into existing software and database systems and the cost-effectiveness to our ratepayers.

Project includes the following deliverables:

1. Feasibility Study. The purpose of this phase is to more clearly define the project and to have a consultant evaluate multiple AMR/AMI platforms for their engineering and economic feasibility for Santa Rosa. Specifically, this phase is expected to include the following:

   A. **Project Assessment.** This will involve an overview evaluation of current business processes and practices from water procurement/distribution and wastewater treatment to Utilities bill payment system. The assessment will also evaluate the City’s current software applications and information technology needs. Significant input and direction will be given by the City’s AMR/AMI Committee.

   B. **AMR/AMI Requirements.** Once the City’s financial, software, customer service and distribution needs have been identified, a set of AMR/AMI requirements for project planning, budgeting and RFP development will be created. The analysis and recommendations will be specific for the City’s unique situation and will set forth criteria that solves any issues identified in the project assessment.
C. Financial Analysis. An estimate of operations and maintenance and capital funds that will be needed to implement this project. The analysis should also identify funding options, source of funds, funding schedule, etc. A full economic analysis will be completed including, at a minimum, a full costs/benefits, years to payback, return on investment and net present value. Benefits should include but not be limited to: labor savings, reduced injuries, greenhouse gas reductions, etc.

D. Project Planning and Implementation. This will involve delivery of a timeline from project inception through meter installation including staffing requirements.

E. Board of Public Utilities (BPU) Participation. Study sessions will be conducted with the BPU to update them on the project and present information on items 1.A through 1.D for direction.
**SCOPE OF SERVICES**

The purpose of this RFP is to solicit proposals to provide all of the above services. Additional information and direction will be provided by the City’s AMR/AMI Project Manager: Dan Muelrath – Water Resources Sustainability Manager.

**CONSULTANT SELECTION**

**Schedule**

Table 4 provides milestones in the consultant selection process.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date¹</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Proposals to Dan Muelrath, City of Santa Rosa</td>
<td>July 20, 2012</td>
<td>69 Stony Circle</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Santa Rosa, CA 95401</td>
</tr>
<tr>
<td>City contact short-listed firms</td>
<td>August 22, 2012</td>
<td>By email</td>
</tr>
<tr>
<td>Interviews</td>
<td>Mid September</td>
<td>69 Stony Circle</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Santa Rosa, CA 95401</td>
</tr>
<tr>
<td>Scope and fee negotiation</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract approval by BPU</td>
<td>TBD</td>
<td>100 Santa Rosa Ave</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Santa Rosa, CA 95401</td>
</tr>
</tbody>
</table>

¹ Dates subject to change as determined appropriate by the City.

**Proposal Requirements**

The proposal shall consist of no more than 30 - 8½ x 11-inch pages. The proposal shall be organized into the following sections:

1. **Cover letter.** The cover letter should identify the primary contact person for your team.

2. **Team.** Identify key members and their qualifications, the primary location where work will be done, and your proposed team organization.
3. Experience. Provide descriptions of relevant projects conducted by personnel proposed to work on this project. For each project, identify the client and the client contact for reference, start date, project duration, number of meters, geographic description of service and and fee.

4. Approach. Identify key project issues in each phase of the project and how they will be addressed.

5. Proposed Scope of Services. The proposed scope of services should describe tasks and identify deliverables for the feasibility study as outlined above.

6. Workplan. The workplan should show tasks that you consider important for this project and your estimate of the professional labor hours each month. The workplan shall be presented in tabular form, and is not subject to the 8½ x 11-inch page size limit (but is subject to the 30-page limit).

7. Proposed Schedule of Charges. Provide a schedule of charges for labor and expenses that you propose to charge the City on this project. Also, identify labor rates for the particular professional staff you propose will work on this project. The proposed schedule of charges is subject to negotiation prior to contract execution.

8. Proposed Fee. Provide the proposed fee based on the workplan and proposed schedule of charges. The proposed schedule of charges is subject to negotiation prior to contract execution.

9. Resumes. Provide resumes for key personnel in Appendices.

10. Disclosure. List any AMR/AMI vendors that your company has a relationship with in Appendices.

The page limitation applies to sections 2 through 8. The proposal cover, divider sheets, resumes and disclosure are not subject to the page limitation. Resumes of key personnel shall be provided in an appendix bound with the proposal.

If any portion of the City’s standard Professional Services Agreement (see Exhibit B) is unacceptable to your firm, please identify the particular clause(s) in a separate letter to the City submitted with your proposal.

Six copies of the proposal shall be submitted. The proposal shall also be provided on a flash drive in .pdf format.

**Selection Criteria**

Table 5 describes the criteria that will be used to review proposals and interview performance. The consultant with the highest combined score will be invited to negotiate a scope and fee. The proposals will be reviewed and scored by City staff and
the Project Manager. The composition of the interview panel has not been determined; it could consist of the proposal reviewers, individuals that were not formally involved in proposal review and/or elected or appointed officials of the City or Subregional System partner agencies. The City reserves the right to select a consultant based on written proposals alone (i.e., without an interview). The City also reserves the right to not select a consultant.

**Interview Format**

The interview format and duration has not been determined. Firms being invited to interview will be informed of the interview format before September 1, 2012.

**Questions and Additional Information**

Questions and requests for additional information may be directed to the Project Manager: Dan Muelrath, City of Santa Rosa, 707-543-3988 or dmuelrath@srcity.org.
### Table 5. Proposal and Interview Evaluation and Scoring

<table>
<thead>
<tr>
<th></th>
<th>Criterion</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Proposal</strong></td>
<td><strong>Interview</strong> (tentative)</td>
</tr>
<tr>
<td><strong>Project Management</strong></td>
<td>Project Manager’s experience on similar successful projects</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Strength of Project Manager’s references</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Project Manager’s/team’s oral communication skills</td>
<td>15</td>
</tr>
<tr>
<td><strong>Project Understanding</strong></td>
<td>Scope and workplan consistent with project issues</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Identification of key project success factors</td>
<td>20</td>
</tr>
<tr>
<td><strong>Approach</strong></td>
<td>Approach to key project success factors and scope expected to result in attainment of project goals</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Approach considered cost-effective</td>
<td>25</td>
</tr>
<tr>
<td><strong>Qualifications of Firm/Team</strong></td>
<td>Firm’s experience on similar successful projects</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Key disciplines required for project success filled by qualified team members</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Team members worked together successfully on similar projects</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Labor cost of key team members commensurate with qualifications</td>
<td>5</td>
</tr>
<tr>
<td><strong>Responsiveness</strong></td>
<td>Proposal consistent with RFP</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Interview presentation consistent with RFP</td>
<td>5</td>
</tr>
<tr>
<td><strong>Appropriateness of Fee</strong></td>
<td>Fee within reason given the scope of the project</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
EXHIBIT B

CITY OF SANTA ROSA

PROFESSIONAL SERVICES AGREEMENT

WITH [NAME OF CONSULTANT]

AGREEMENT NUMBER __________

This “Agreement” is made as of this ___ day of _______________, by and between the City of Santa Rosa, a municipal corporation ("City"), and _____________a [add type of legal entity and state of entity formation or incorporation, for example, a “California Corporation,” or a “Delaware Limited Liability Company,” or a “Nevada Limited Partnership,” or a” sole proprietor"), ("Consultant").

RECIPIALS

A. CITY desires to develop a feasibility study for AMR/AMI in Santa Rosa.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.
AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late
fees or interest, whether or not such requirements are contained in Consultant’s invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example – “ten-thousand, five-hundred dollars and no cents ($10,500.00)”]. The City’s Chief Financial Officer is authorized to pay all proper claims from Charge Number [enter IFAS charge number].

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents (“Indemnified Parties”) for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees),
that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, “Insurance Requirements.” Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City’s agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City’s sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.
7. TERMINATION

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:  Consultant Representative:

[Include name of Project Manager]  [Include name of Project Manager]
[Include Address and Phone and Fax]  [Include Address Phone and Fax No.]
9. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor’s assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor’s obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor’s sole discretion based on the Contractor’s determination that such use will promote Contractor’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor’s assigned personnel and subcontractors.

d. The provisions of this Section 9 shall survive any expiration or
termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than [enter expected completion date].
13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City’s Conflict of Interest Code requires that individuals who qualify as “consultants” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the City’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “consultant” generally includes individuals who make governmental decisions or who serve in a staff
capacity. In the event that the City determines, in its discretion, that Consultant is a “consultant” under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “consultants,” and (2) Cause these individuals to file with the City’s Representative the “assuming office” statements of economic interests required by the City’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the City’s Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provided herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.
14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT: ______________________________________________________
Name of Firm: ______________________________________________________

TYPE OF BUSINESS ENTITY (check one): ________________________________
_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (please specify: ____________ )

CITY OF SANTA ROSA
a Municipal Corporation

By: ________________________________
Print Name: ________________________________
Title: ________________________________
EXHIBIT B – City of Santa Rosa PSA

Signatures of Authorized Persons:  

By: _____________________________    
Print Name: _________________________    
Title: ______________________________

By: _____________________________    
Print Name: _________________________    
Title: ______________________________

APPROVED AS TO FORM: 

____________________________    
Office of the City Attorney

ATTEST: 

____________________________    
City Clerk

[Remove signature block if agreement not approved by Council]

____________________________

Taxpayer I.D. No. ___________________

City of Santa Rosa Business Tax Cert. No.

Attachment One - Insurance Requirements
ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

A. **Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A:VI or otherwise acceptable to the City.

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Minimum Coverage Limits</th>
<th>Additional Coverage Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial general liability</td>
<td>$ 1 million per occurrence $ 2 million aggregate</td>
<td>Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</td>
</tr>
<tr>
<td>2. Business auto</td>
<td>$ 1 million</td>
<td>ISO Form Number CA 00 01 covering any</td>
</tr>
</tbody>
</table>
coverage

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 million per accident for bodily injury and property damage.

3. Professional liability (E&O) $1 million per claim
   $1 million aggregate Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

4. Workers’ compensation and employer’s liability $1 million As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1 million per accident for bodily injury or disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor
of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability policies shall provide or be endorsed to provide the following:
   a. For any claims related to this project, Consultant’s insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant’s insurance and shall not contribute with it; and,
   b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application
of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3. Self-insured retentions above $10,000 must be approved by the City. At the City’s option, Consultant may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers’ Compensation Insurance exempt status.

5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.