

REQUEST FOR PROPOSAL

For

NEW PUBLIC RECREATION & AQUATICS CENTER: ARCHITECTURAL PLANNING & DESIGN SERVICES



Parks & Recreation Department

Issued: January 5, 2026

Proposal Deadline: February 22, 2026, 11:59 pm

**CITY OF NAPA
REQUEST FOR PROPOSAL**

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A - Draft Professional Services Agreement

B - Aerial of Existing Project Location Facilities

C - Napa County Property Parcel Report

D - City of Napa ALTA Survey

1. THE SERVICES

The City of Napa desires to retain services from a qualified architectural firm/team for a New Public Recreation & Aquatics Center located at 2447 Old Sonoma Road, Napa, CA 94558. A detailed Scope of Services is included in this Request for Proposal ("RFP"), which includes three phases focused on delivery of an approved concept design, 100% Plans, Specifications, and Cost Estimate (PS&E), and construction support.

1.1.....Form of Agreement

A copy of the City’s standard Services Agreement (Professional Services) (“Agreement”), is attached hereto in the Attachments section and incorporated herein. Firms responding to the RFP ("Consultant") are strongly encouraged to have the Agreement reviewed by their legal counsel and insurance company. Any objections and/or proposed changes to the Agreement must be included in the Consultant’s proposal and are subject to City approval.

1.2..... Scope of Services

The City has prepared an anticipated scope of services, see the Scope of Services section (“Scope of Services”). The final scope of services to be included in the Agreement with the awarded Consultant ("Awarded Consultant") will be based on the Scope of Services, as well as the Proposed Scope of Services submitted as part of the Awarded Consultant's proposal, and may be the subject of negotiations.

1.3.....Project Manager and Decision Maker

For purposes of the Selection and Award section of this RFP, Ali Koenig, Parks Planning Manager, is the City’s project manager (“Project Manager”), and Breyana Brandt, Parks & Recreation Director is the City’s decision-maker (“Decision-Maker”).

1.4..... Project Overview

The City of Napa (“City”) is requesting Proposals (“Proposals”) from professional architectural firms/teams with experience in consensus-driven and comprehensive planning and design services for a new public recreation and aquatics center located at 2447 Old Sonoma Road, Napa, CA 94558 (“Project”).

The City is specifically seeking to retain services from a qualified architectural firm/team, licensed to practice in the State of California, with a background in public sector recreation and aquatic facility planning, design, and construction. The primary Project goal is to address multiple citywide recreational facility needs for Napa's diverse and growing community. The anticipated budget range for full Project build-out is \$50 million to \$75 million, inclusive of all soft and hard costs (excluding soft costs rendered from this RFP).

To achieve the City's goals and design intent, the Project is anticipated to span across three phases (see Scope of Services section) which will require a variety of technical specialties to support public outreach, design, pre-construction, bidding, construction, and post-construction tasks and deliverables. The Awarded Consultant will be expected to engage with the community and City stakeholders throughout the design process to ensure the project is planned and developed through an inclusive community

engagement process. Additionally, services will include assistance to the City in conforming with current and future funding or policy obligations necessary to complete the work, such as bonds and grants requirements, or City programs.

The City intends to work with the Awarded Consultant across all three phases. The purpose of Phase I Services is to produce a Council-approved Final Phased Conceptual Design that defines which program elements advance to Phase II Services. The agreement between the City and the Awarded Consultant will capture all costs related to Phase I Services. Future contract amendments will account for tasks included in Phase II and Phase III Services.

1.5..... Project Location & Significance

The City of Napa has recently acquired the former Harvest Middle School property ("**Project Location**") from the Napa Valley Unified School District (NVUSD). The acquisition is part of a collaborative partnership aimed at enhancing local recreational opportunities and supporting community priorities. The Project Location is centrally located off the city's main thoroughfare, State Route 29, as well as located amongst a densely populated and diverse demographic of the Napa community. The Project Location is to be developed into a new public recreation and aquatics center, providing the City with a unique and exciting opportunity to meet multiple recreational facility needs citywide, as well as provide public amenities within walking distance of many neighboring residents.

The address of the Project Location is 2447 Old Sonoma Road, Napa, CA 94558 and the APN number is 004-460-030-000. The City's General Plan Housing Element identifies the need for 53 low-income housing types which is equivalent to a 2.65-acre vacant lot being developed at 20 units per acre (matching the surrounding density allowances for this parcel). The location and connectivity of any future housing would be determined through Phase I Services and would be treated as a future development envelope for the City to manage separate from the Project. As such, the planning area for the Project is potentially 23.97 acres of the entire 26.62-acre property. Reference RFP Attachments B, C and D for further information on the Project Location.

Current Use of the Project Location

While the City works to develop a vision and determine a plan for future use of the Project Location, it is desired that the existing on-site recreational facilities currently utilized by the community remain open for passive and rental use as long as possible. The Project Location is home to Playground Fantástico and local community rental facilities. The surrounding neighborhood utilizes the Project Location as general green space for a wide range of activities (walking, biking, sports). Rental uses of the Project Location include the hourly rental of both athletic fields and gym spaces, including (1) small gymnasium, (1) large gymnasium, (1) synthetic turf athletic field and track, and (2) natural turf baseball fields. Rental applications are currently being accepted by the City through June 30, 2026. Rentals will continue on a 6-month basis until the future vision for the property is determined and construction is scheduled.

Previous Planning Efforts

In preparation for future planning, the City has completed the first phase of public outreach, a multi-faceted effort in 2025 to assess citywide interests related to parks, recreation facilities, programming, special events and marketing ("**2025 Citywide Parks & Recreation Engagement Initiative**"). Each effort has garnered valuable input related to community desires for parks and recreation that will provide a

strong baseline for the Project's design direction. In ranking order (along with notes related to any existing uses on-site) a summary of community-identified priorities for desired facilities are included in the table below. This should be considered baseline information for preliminary planning purposes. A comprehensive and final list of desired facilities for the Project will be determined through Phase I Services and are subject to change based upon community or decision-maker feedback.

2025 Citywide Parks & Recreation Engagement Initiative Matrix:

Community-identified Facility Priority	Existing Use On-site at Project Location
Aquatic Facilities (including a community pool and spray ground)	Existing pool on-site. Facility is not operational and not adequately sized for citywide use.
Multi-generational / Multi-use Recreation Facilities (indoor or outdoor)	No significant facilities available. (1) Multi-use room located within the small gymnasium building.
Synthetic Turf Fields	Existing (1) synthetic turf field on-site. Facility is in need of repair and is due for capital replacement.
Sports Courts (e.g. Pickleball, Tennis, Basketball)	Existing asphalt basketball courts. Facilities are in disrepair and existing location is more suitable for other uses.
Recreation Gymnasium	Existing (2) gymnasiums: One small gymnasium that may be in need of ADA improvements, and one large gymnasium with bleachers and lockers rooms that are in need of renovation to extend the life of the facility.

Additionally, in preparation for the future sale of the property, NVUSD hosted three public meetings in February and March of 2022 to collect input for future uses. As a result of these meetings, strong support was communicated for improvement of the school’s athletic fields, gymnasiums and swimming pool, along with continued use of Playground Fantástico.

Furthermore, the City has completed a variety of due diligence items on the Project Location. All reports would be available for review by the Awarded Consultant:

- Environmental Phase I Assessment: Report documenting existing records, interviews and associated analysis to identify potential environmental risks associated with the property.
- Preliminary Title Report: Report on public records related to the site, including legal description and easements.
- Geotechnical Report: Review of NVUSD report assessing the subsurface conditions of the property previously prepared to support the design of a new building.

- ALTA Survey: Comprehensive professional land survey providing detailed information on the property (included as Attachment D).

Future Project Phasing Considerations

During the Project's Phase I Services, the City anticipates proceeding with City-led demolition of all vertical buildings; that is, all former school buildings, *except* for the small gymnasium building and large gymnasium/locker room building. Future demolition areas that should be considered in Phase I Services shall include all foundations of former vertical buildings, asphalt and concrete areas, and any existing recreation areas/facilities that are approved to be redeveloped.

2. SCOPE OF SERVICES

In submitting a proposal, the Consultant represents that it is qualified and capable of providing all the requirements of this RFP. Any additional information or tasks that are recommended for the benefit of the Project may be included for consideration in the Consultant's Proposal. The City reserves the right to award all or a portion of the services, or authorize tasks in phases as necessary and/or in accordance with funding availability.

2.1..... Basic Services

The following desired basic Consultant services are listed below. The services shall be performed in accordance with all latest applicable codes, standards, and regulations under the direction and control of a Licensed Architect in the State of California.

- Professional Service Areas:
 - Architectural services
 - Civil engineering services
 - Structural engineering services
 - Mechanical engineering services
 - Electrical engineering services
 - Geotechnical engineering services
 - Land survey services
 - Landscape Architectural services
 - Environmental services, as required
 - Other design and engineering services as normally and reasonable required for a project of this size and scope.
- Planning Expertise:
 - Public Aquatics design

- Public Recreation design
- Public outreach and stakeholder design collaboration
- Value engineering, life cycle and operations/maintenance programming
- Cost estimating and scheduling
- Demolition planning
- Phasing planning
- Multi-modal transportation planning
- Sustainability planning
- Project Labor Agreement experience
- Public Regulation Compliance:
 - Regulatory permitting
 - Conformance to accessibility requirements
 - Codes and accessibility compliance
 - Municipal bonds and grant support
- Construction Support:
 - Public bidding
 - Construction administration
 - Project close-out

2.2.....Work Plan

The Consultant shall establish a project organization team to manage, coordinate, and administer the Scope of Services performed by it and its subconsultants. Such management activities and controls shall include, but not limited to the following:

- Develop project documentation necessary to manage the design and engineering process.
- Establish and update time schedules for the completion of milestones and check-ins and coordinate these with City where work is contingent upon City input.
- Regularly update project schedules to align with current tasks and timelines to keep project up to date.
- Regularly monitor the time expended and quantities and quality of work performed.
- Submit a proposed deliverables list for City’s review and approval at the start of each phase.

- Submit progress reports with each monthly invoice.

Additional Project considerations include:

Project Personnel

The City reserves the right to approve any-and-all key personnel individually for work on this Project. Key staff shall be named in the Agreement. The City must approve replacement of key staff before a substitute person is assigned to the project. The City reserves the right to request a Consultant replace a staff person assigned to the Project should the City deem a replacement will be beneficial.

Progress Reviews and Meetings

The City may conduct periodic and milestone progress reviews at the dates and times designated by the City. During all design phases, the City may assign one or more points of contact of its own to each major area and/or discipline of the Project to coordinate input and creative direction from the City. Informal periodic review meetings and design workshops may be scheduled by the City to facilitate the resolution of design issues.

Progress Monitoring and Reporting

Monthly progress reports shall be submitted with an updated detailed schedule and budget balance detailing the current contract, invoicing to date, work in progress since latest invoice, current contract balance and projected budget balance trend. Any issues that may impact the budget shall be identified in each report. Reports shall be submitted each month.

Document Standards

All documents will be prepared in accordance with general City standards, as well as AutoCAD release 2025 or later in accordance with the City CAD standards. Any recommendations to City on changes to the standards must be made in writing within two weeks of the execution of the Agreement, and are subject to discretionary acceptance and approval by the City.

Project Recommendations

Consultant shall make recommendations to the City regarding any investigations, surveys, tests, analyses, and reports that are deemed necessary and required by the Consultant and its subconsultants to properly perform services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing delay to the Project.

Value Engineering

The Consultant shall consider relevant alternatives within the Project design to optimize and balance capital, constructability, ease of operation and maintenance, utility, and life cycle costs, and advise the City during all phases on a continuous and timely basis to make value determination on best and most economical methods, materials, systems, and equipment to be used in the Project.

Proprietary or Sole Source Specifications

All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by City.

2.3..... Project Phases

The Scope of Services are broken down into the following Project Phases:

- Phase I Services shall include Project Start-up, Preliminary Community Engagement, Topographic Survey and Mapping, Design Alternatives, Draft Conceptual Design and Final Phased Conceptual Design.
- Phase II Services shall include Schematic Design, Design Development, Contract Documents, Regulatory Permitting, and Bid Phase Support.
- Phase III Services shall include Construction Support and Project Close-out

2.4..... Phase I Services

The purpose of Phase I is to produce a Council-approved Final Phased Conceptual Design that advances to Phase II Services.

As part of the following tasks, Phase I shall also produce stakeholder input on property naming and the design envelope for the Project's Public Art element (1% of the Project's construction cost).

- Task 1 – Project Start-up
 - Gather Project information and data by reviewing existing available documents, conducting site visits, and completing meetings with City staff.
 - Prepare draft and final baseline Phase I Services Schedule for review and approval.
 - For community input in Task 2A, prepare recommended recreational facilities/programming options based on the 2025 Citywide Parks & Recreation Engagement Initiative results and any additional background information provided by the City.
 - Develop a draft and final Community Engagement Plan utilizing tasks listed in Task 2A and other considerations, with the objective of comprehensively capturing community feedback on recreational facilities/programming options for the Project.
 - Prepare draft and final public materials that support the approved final Community Engagement Plan.
 - Prepare content for existing City project website, as needed.
- Task 2A – Preliminary Community Engagement
 - Implement approved Community Engagement Plan with the anticipation of completing:
 - City Staff Interviews (assume approximately 10 interviews)

points, lines, and polygons as-appropriate for the type of data collected, and PDF formats.

- Task 3 – Design Alternatives
 - Utilizing the approved deliverables from Task 2A and Task 2B, prepare two Design Alternatives at scale illustrating (at a minimum) functional relationships, circulation hierarchy, use spaces, buffers and recreation facilities.
 - Prepare order of magnitude cost for each alternative.
 - Prepare a design description, environmental considerations, and a summary matrix of the impacts and benefits of each alternative.
 - Review and refine Design Alternatives with input by City for public feedback purposes.
 - Collect public feedback on the two Design Alternatives through the following community engagement tasks at a minimum:
 - (3) Community Design Review Meetings:
 - (1) City Council Work Session, location to be determined within Napa
 - (1) On-site Town Hall, with translator(s), located at the Project Location
 - (1) Virtual Town Hall Meeting, with translator(s), hosted via Consultants virtual meeting account
 - (3-5) Pop-ups at community events (assume 2 hours each)
 - Online Voting Survey
 - Review public feedback findings and determine Preferred Design Alternative with direction from City.
 - Present final Preferred Design Alternative, with any modifications, at City internal or external meetings as needed (estimate 3-4 meetings).
- Task 4 – Draft Conceptual Design
 - Based on direction from Task 3, prepare the Draft Conceptual Design and Opinion of Probable Cost (OPC).
 - The Draft Conceptual Design shall include the following items at a minimum: civil/site layout and planning, conceptual grading and drainage design, utilities layout, recreational facilities, and circulation hierarchy. This shall include plans, elevations, sections, renderings, and other forms of graphic communication to fully convey the design intent and incorporating facilities/amenities.
 - Develop supporting documents for Draft Conceptual Design:

- Operational & Lifecycle Financial Study: To include an operational analysis including expected expenses (staffing, utilities, maintenance, etc.), potential revenues and long-term lifecycle cost considerations.
 - Traffic Study: To assess any impacts to the surrounding transportation system, including traffic volume and potential change in traffic control.
 - Phasing Strategy: To phase concept and OPC into manageable and fundable stages, prioritizing demolition areas, essential infrastructure and high-impact elements.
- Review and refine Draft Conceptual Design and OPC based on input from City.
- Finalize Draft Conceptual Design, OPC, and supporting documents and prepare for City Council acceptance.
- Prepare and present at City internal or external meetings as needed (estimate 3-4 meetings).
- Task 5 – Final Phased Conceptual Design
 - Based on direction from Task 4, prepare Final Phased Conceptual Design and Construction Cost Estimate for review and approval.
 - Initiate City of Napa entitlement process with the City's Community Development Department.
 - Provide environmental services as required for Final Phased Conceptual Design to support future City Council adoption. *Given unknowns of the Project design at time of RFP, Phase I-Task 5 environmental services may be excluded from the Cost of Services Fee Proposal Form as part of the Consultant's Proposal.*
 - Present Final Phased Conceptual Design to City Council for approval.

2.5..... Phase II Services

Phase II Services will include all necessary tasks to prepare Plans, Specifications and Cost Estimate (PS&E) for the approved Final Phased Conceptual Design. All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the City.

- Task 1 – Schematic Design (30% PS&E)
 - Based on the Final Phased Conceptual Design approved in Phase I, prepare 30% PS&E.
 - With direction from City, prepare development envelope for the Project's Public Art element. Assume City will lead Artist selection and design development, with support as needed.
 - Prepare and present Schematic Design as needed at City internal or external meetings.

- Attend and participate in all review meetings with City staff and stakeholders. Document design review and decisions.
- Finalize 30% PS&E for final review and approval by City.
- Task 2 – Design Development (60% PS&E)
 - Based on approved Task 1 deliverable, prepare 60% PS&E.
 - Updated Cost Estimate shall include a detailed breakdown of cost categories/trades, with additive/deductive alternates as necessary.
 - Prepare 3D Color Renderings, including significant site elements.
 - Advance Public Art component, as needed.
 - Prepare and present 60% PS&E as needed at City internal or external meetings.
 - Attend and participate in the review meetings with City staff and stakeholders. Document design review and decisions.
 - Finalize 60% PS&E for final review and approval by City.
- Task 3 – Contract Documents (90% & 100% PS&E):
 - Based on the approved Task 2 deliverable, prepare 90% and 100% PS&E.
 - Complete final coordination of Public Art element into plans and specifications.
 - Attend and participate in review meetings with City staff and stakeholders. Document design review and decisions.
 - Complete constructability review at 90% PS&E.
 - Prepare and present 90% and 100% PS&E as needed at City internal or public meetings.
 - Respond to all comments, including constructability review, and integrate where appropriate.
 - Prepare and submit 100% PS&E for final constructability review and approval.
- Task 4 – Regulatory Permitting
 - Prepare and submit relevant regulatory permitting, as required, with the City serving as the lead applicant where needed.
- Task 5 – Bid Phase Support
 - Prepare final approved bid package for City's use in obtaining bids.
 - Provide prompt clarifications and responses to bidders on construction documents.
 - Prepare addenda and drawing revisions.

- Assist the City in evaluation and analysis of bid results.
- Provide Consolidated Construction Documents for awarded City contractor.

2.6..... Phase III Services

The following Phase III Services are intended to capture minimum services that are anticipated for construction support. Future Phase III tasks will be expanded upon as needed at future planning stages.

- Task 1 – Construction Support
 - Attend and participate in Pre-Construction Conference with City and contractor.
 - Prepare proposal request and change order documents.
 - Evaluate change order proposals.
 - Prepare clarifications to construction documents via Request for Information (RFI) submittals.
 - Prepare Engineer’s Supplemental Instructions (ESI) if necessary.
 - Review, comment and distribute submittals for approval by City.
 - Maintain submittal, RFI, proposal Request, and construction change order log.
 - Attend and participate in regular site observations and meetings, document observations, and provide meeting notes.
- Task 2 - Project Close-out
 - Attend final walk through inspection(s) and develop/prepare punch list.
 - Review close-out Documents such as as-builts, Operations and Maintenance (O&M) Manuals, final reports, commissioning results, etc.
 - Prepare As-Built Drawings in AutoCAD from contractor's redlines and provide .tif files (or latest file types) and .pdf files for City’s use.
 - Coordinate with other City consultants and contractors, as needed.

2.7..... Anticipated Phase I Schedule Considerations

Proposed kick-off and public meeting dates for key deliverables in Phase I are listed below to support the Consultant's Proposal. Overall, the City desires to have fully prepared "Phase I - Task 3: Design Alternatives" for public review starting in in January 2027.

Phase I

- Task 1 – Project Start-up
 - Project Kick-off Meeting: June 1, 2026
 - Project Site Visit: June 8, 2026

- Task 2A – Preliminary Community Engagement
 - City Council Town Hall (with translators) - August 18, 2026
 - Virtual Town Hall (with translators) - August 26, 2026
 - On-site Town Hall (with translators) - September 2, 2026
 - (1) Spanish-language Town Hall - September 3, 2026
- Task 3 – Design Alternatives
 - (3) Community Design Review Meetings:
 - (1) City Council Work Session - January 2027 (date to be confirmed)
 - (1) On-site Town Hall, with translator(s) - Date to follow City Council Work Session
 - (1) Virtual Town Hall Meeting, with translator(s) - Date to follow Virtual Town Hall

3.REQUEST FOR PROPOSAL PROCEDURES

3.1..... Requests for Information

Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Scope of Services must be submitted by 11:59 pm, Sunday, January 25, 2026 (the “**Request for Information Deadline**”) through OpenGov, the City's electronic procurement portal at <https://procurement.opengov.com/portal/cityofnapa> ("Procurement Portal").

Any questions or objections that are not submitted through the Procurement Portal and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

3.2..... Pre-Submittal Site Visit

A Pre-Submittal Site Visit will be held on Wednesday, January 14, 2026 at 10:30 am, at the Project location (2447 Old Sonoma Road, Napa, CA 94558). To attend, enter the Project Location off Old Sonoma Road and sign-in at the check-in table located outside the small gymnasium (see image below). Free parking is available within the parking lot on-site. The purpose of the Pre-Submittal Site Visit is for the Consultant to visit the Project Location prior to submitting their Proposal, if desired. No additional Project information will be provided at the Pre-Submittal Site Visit. No questions will be answered on-site. Any desired questions by the Consultant will be addressed via the Procurement Portal, and by the Request for Information Deadline. The Pre-Submittal Site Visit is non-mandatory.



3.3.....Submittal Instructions

A. General. Proposals must be *received* by the City by or before Sunday, February 22, 2026 at 11:59 pm (“**Proposal Deadline**”). Consultant must submit a proposal through OpenGov, the Procurement Portal, at <https://procurement.opengov.com/portal/cityofnapa>, no later than the Proposal Deadline.

B. Electronic Submission.

1. *OpenGov.* The Proposal response including all required forms and attachments must be submitted in PDF format, unless noted otherwise, via OpenGov at [-https://procurement.opengov.com/portal/cityofnapa](https://procurement.opengov.com/portal/cityofnapa).
2. *Vendor Registration.* To participate in the bidding process, each bidder must register with OpenGov at [-https://procurement.opengov.com/portal/cityofnapa](https://procurement.opengov.com/portal/cityofnapa). Once registered, each bidder must subscribe to the City of Napa portal.
3. For instructions on how to register as a vendor with OpenGov, visit the City’s website at: <http://www.cityofnapa.org/265/Bidding-Information>. Please read the instructions carefully and follow all steps, including registration with OpenGov and subscribing to the City of Napa account.

3.4.....Planned RFP Schedule

The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

RFP Release Date:	January 5, 2026
Pre-Submittal Site Visit (Non-Mandatory):	January 14, 2026, 10:30am The Pre-Submittal Site visit is located at 2447 Old Sonoma Road, Napa, CA 94558. See the Pre-Submittal Site Visit section for more information.
Request for Information Deadline:	January 25, 2026, 11:59pm
Request for Information Response Deadline:	February 6, 2026, 11:59pm
Proposal Submission Deadline:	February 22, 2026, 11:59pm
Interviews (If requested by the City):	March 19, 2026
Notice of Selection Date:	April 3, 2026
Council Approval & Award Date:	May 5, 2026

3.5.....Addenda

City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be issued through the Procurement Portal. Each Consultant is solely responsible for checking the Procurement Portal for addenda, and for reviewing any and all addenda before submitting its Proposal.

If the City releases an addendum, it will be posted on the project. Vendors following the project, or bidders who have already submitted will be notified via email. Bidders who have already submitted responses **MUST** log back in, un-submit your response, acknowledge the new addendum, or risk your response being deemed non-responsive. Bidders should check OpenGov periodically for any addenda or updates on the Project at: <https://procurement.opengov.com/portal/cityofnapa>.

4. PROPOSAL REQUIREMENTS

4.1..... General Requirements.

Each Proposal must be submitted in compliance with the requirements of this RFP, itemized in the Proposal Submittal Section. Do not attach brochures or promotional materials to the Proposal.

5. PROPOSAL SUBMITTAL

The Proposal Submittal format and page limitation are specified as needed within each section below.

1. Required Format*

The City requires a specific format for the Proposal Submittal. Uploads must adhere to the page limitations set forth below and shall also adhere to the following specifications:

- Primary Page Size: 8.5" x 11"
- Margins: Minimum one-inch
- Font size / Spacing: Minimum 11 point, 1.15 spaced for text and a minimum of 8 point for graphics
- PDF format, excluding the Cost of Service Excel file
- **Tables and schedules may be submitted as 11"x17" PDF. Font size may be smaller than 11-point font but no smaller than 8-point font.**

Please confirm

*Response required

2. Cover Letter (Maximum 2 Pages)*

Provide a brief cover letter that includes, at a minimum, all of the following information:

1. Consultant's company name, address, phone number, and website address;
2. Consultant's company type (e.g. corporation, partnership, etc.);
3. State of California architecture license number;
4. A summary of general information about the Consultant and the types of services it provides in relation to the Scope of Services required by the City;
5. Contact information, including name, title, address, phone number, and email, of Consultant's primary representative for purposes of this RFP;
6. A commitment to accept the terms and conditions in the RFP and proposed Agreement, including acknowledgement of receipt of all amendments and/or addenda to RFP. If there are any exceptions to the Agreement, they should be included in the Exceptions to Agreement submittal;
7. A statement that the Consultant shall not allow any subconsultant to commence work until all insurance required of Consultant is obtained; and
8. A statement that the proposal is valid for 90 days.

The cover letter must be signed by a representative that is authorized to pursue projects that bind the Consultant by Agreement and must state their name, title, email address and phone number. Future Agreement signers will be determined by the City's signing authority based on the company type.

*Response required

**3. Company Information*
Consultant Information (Maximum 5 Pages):**

Consultant must provide a company profile. Information provided shall include at a minimum:

- Company ownership as it is registered with the California Secretary of State website;
- Location of the company offices;
- Number of employees both locally and nationally;
- Location(s) from which Project personnel will be assigned;
- Company background/history and why Consultant is qualified to provide the Scope of Services described in this RFP;
- Length of time Consultant has been providing the Scope of Services described in this RFP to the **public sector**. Please provide a brief description;
- Errors and Omissions Claims History within the past 10 years;
- A complete disclosure of any alleged significant prior or ongoing contract failures, any administrative proceedings, civil or criminal litigation or investigation, claims, lawsuits, or other exposures pending which involves the Consultant or in which the Consultant has been judged guilty or liable; and
- Demonstration of financial stability, such as:
 - Corporate history
 - Years in existence
 - Documentation of creditworthiness (included in Appendix if desired)
 - Audited financial statement for latest tax year (included in Appendix if desired)
 - Other documentation as deemed relevant

Subconsultant Information (Maximum 1 Page per Subconsultant):

Proposal may include the following information at a minimum to describe proposed subconsultants:

- Identify the specific subconsultant and the specific requirements of this RFP for which each proposed subconsultant will perform services;
- Company ownership as it is registered with the California Secretary of State website;

- Location of the company offices;
- Number of employees both locally and nationally;
- Location(s) from which Project personnel will be assigned
- Company background/history and why the subconsultant is qualified;
- (3) Agency references per proposed subconsultant, including name, title and e-mail; and
- Signature by an official of each proposed subconsultant and a statement to the effect that the subconsultant has read and will agree to abide by the awarded Consultants obligations.

*Response required

4. Project Team & Key Personnel (Maximum 12 Pages)*

The Consultant must identify all proposed key personnel responsible for accomplishing all phases of the Project. This shall include a matrix of all key personnel’s percentage availability throughout the Project's duration, and any known assignments that will overlap with this project duration.

The Consultant shall designate, at a minimum, a Project Manager (PM) and Project Architect (PA) to the Project. The PM shall be the responsible point of contact for management and coordination of the Scope of Services with the City for the duration of the Project. The PA shall act as a single source of responsibility and oversee all tasks and deliverables. Project experience, qualifications (including any-and-all licenses and certifications), and managerial skills, of the PM and PA should be demonstrated. It is desired, that the PA have recent experience in the design of new aquatic facilities intended for public recreational purposes. Provide three references for both the PM and PA.

This section shall also identify the qualifications and related experience of other key staff assigned to the Project through a cameo resume (full resumes may be included in the Appendix). These resumes must identify projects performed of comparable scope performed within the last ten years. Each resume shall also include number of years employed in the respective design field, and how long the individual has been employed by the Consultant.

*Response required

5. Relevant Project Experience and References (Maximum 6 Pages)*

Demonstrate relevant Consultant Project experience. Consultants are strongly recommended to provide a minimum of three (3) projects from **public** recreation projects of similar type, value and complexity, preferably, within the last ten years. Information provided is recommended to include at a minimum:

- Client name;
- Project name and location;
- Project dates (starting and ending);
- Project description;
- Project status;

- Project scope of services;
- Key personnel that are assigned to the City's Project RFP;
- Initial design fee and final design fee total;
- Initial construction budget and final construction cost;
- Client project manager name, e-mail and telephone number.

It is preferred that relevant project experience is only included if the key staff proposed had a role in the project referenced.

*Response required

6. Proposed Scope of Services (Maximum 10 Pages)*

This section should demonstrate an understanding of the Project and Scope of Services. It is not intended for the Project's Scope of Services to be repeated in this section.

Based upon this RFP, provide a proposed schedule and complete description of the scope of services (“**Proposed Scope of Services**”) the Consultant proposes to perform to achieve the City’s objectives and tasks identified in the Scope of Services for **all Phases**.

This shall include a schedule showing the expected sequence of tasks and subtasks including durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal to ensure successful and timely completion. To develop the schedule, see key dates proposed by the City in the Scope of Services section for Phase I.

The Proposed Scope of Services may identify services which differ from the services in the Scope of Services section if the Consultant believes the changes will assist the City in more efficiently and effectively achieving the City’s objectives. Briefly describe Consultant’s proposed approach to providing such services and how that approach will offer value to the City.

*Response required

7. Project Tasks by Personnel (No Page Limit)*

Provide a spreadsheet which shows, in detail, the number of hours by task for each Project personnel and subconsultants **for Phase I Services only**. At a minimum this should show the total number of hours for each task and total hours for each project personnel (including job title). It is desired that Project deliverables are itemized within tasks to specify anticipated hours per item.

*Response required

8. Cost of Services (Excel file format required)*

Download the Fee Proposal Form Excel document, complete, and upload as an Excel file. The document is to be used by all Consultant's for estimating the various services for **Phase I Services only**. Tasks and cost of services for future phases will be based on the approved Project direction in Phase I, and based on the fee schedule included in the Project agreement.

Identify whether compensation for performance will be based on hourly billing rates or a lump sum. Identify any reimbursable expenses and the proposed rate of reimbursement for each category of expense.

Consultant may use additional rows as needed for any proposed additional services.

- [Cost of Services Template.xlsx](#)

*Response required

9. Hourly Billing Rates & Reimbursable Expenses*

Provide a complete list of all staff hourly rates by calendar year of the positions that would be invoiced. Hourly rates shall be itemized and all-inclusive.

Hourly billing rates and reimbursable expenses may be provided for one year, at a minimum, or multiple years to span the Consultant’s proposed schedule/approach for Phase I Services.

The Awarded Consultant will be compensated for time reasonably necessary to provide project services based on the approved hourly rate schedule, subject to the task/deliverable amount itemized in the agreement exhibits, as well as the not-to-exceed limit of the Project agreement.

Commencing on the first anniversary of the agreement's effective date, and each anniversary thereafter, the Awarded Consultant may request an annual increase in the hourly rates once per year. Rates may be increased by the percentage equal to the rate of increase in the Consumer Price Index for the San Francisco – Oakland area as published by the Bureau of Labor Statistics for the year immediately preceding, with City’s prior written approval. The Consultant would provide the City with at least 60 days advance written notice of a proposed rate increase. Only one (1) request may be granted per calendar year, not to exceed five (5) percent. The requested increase would be effective 30 days after approved in writing by the City.

Any increase in rates may not result in any increase to the task/deliverable amount itemized in the agreement exhibits, nor to the not-to-exceed limit of the agreement. The initial Project agreement will include all tasks/deliverables related to Phase I services. Future contract amendments will account for tasks/deliverables included in Phase II and Phase III Services, and hourly rates for those services would be accepted based on the hourly rates provided initially for Phase I Services (as described above).

Mark-up on all reimbursable expenses, shall be individually negotiated and shall be subject to the City's approval.

*Response required

10..... Exceptions to Agreement

Identify any exceptions to and/or requested changes to the Agreement and upload a copy here.

11..... Appendix

As deemed necessary by the Consultant, attach any items that accompany the Company Information or Project Team & Key Personnel submission.

6. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Evaluation Proposals will be evaluated based on demonstrated competence, experience, price and other relevant factors.	Points Based	100 <i>(100% of Total)</i>

7.SELECTION AND AWARD

7.1..... Review

When the evaluation is complete, the City may elect to conduct interviews with shortlisted Consultants, and the City may negotiate with shortlisted Consultants to amend the scope of services in order to best achieve the City’s goals for the Project.

7.2..... Award

The City will award the Agreement, if at all, to the Consultant that is determined by the City’s Decision-Maker, acting in the Decision-Maker’s sole discretion, to offer the most advantageous Proposal to the City based on the City’s review, as outlined above. The City’s Project Manager will submit a recommendation to the City’s Decision-Maker for award of the Agreement to the Consultant that the Project Manager determines to offer the most advantageous Proposal. The Consultant will be notified of the Project Manager’s recommendation to the Decision-Maker by a Notice of Intended Selection which will be issued through the Procurement Portal.

7.3..... Protest Procedures

Any protest challenging the City’s intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Intended Selection. The protest must be submitted in writing via email to Ali Koenig, Parks Planning Manager, at akoenig@cityofnapa.org, and must clearly specify the basis for the protest. The protest will be reviewed by the City’s Decision-Maker, along with the recommendation from the Project Manager and legal advice from the City Attorney’s Office. The determination of the City’s Decision-Maker on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Project notwithstanding any pending protest or legal challenge.

8. MISCELLANEOUS

8.1..... Disclaimers and Reservation of Rights

Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Consultant. Each Consultant is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Scope of Services at any time, or to decline to award the Agreement to any of the Consultants. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

8.2..... Conflict of Interest

Consultants must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Scope of Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Consultant.

8.3..... Public Records

The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000 et seq.) (the “Act”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act.

Exceptions relevant to this RFP that authorize the City to refuse to disclose City records to the public, include (1) the “deliberative process”; and (2) “Confidential – Official Information.”

Deliberative Process: Unless otherwise compelled by a court order, the City will not disclose any Proposal while the City conducts its “deliberative process” of reviewing the Proposals. However, when the Project Manager submits a recommendation to the City Council to award the Agreement to the preferred Respondent, the City will consider all Proposals to be subject to public disclosure, unless the Respondent demonstrates to the satisfaction of the City that there is a legal exception to disclosure. (See, Michaelis v Superior Court (2006) 38 Cal.4th 1065)

Confidential – Official Information: Another potential exception from public disclosure is “official information” submitted to the City in confidence, where the necessity for preserving the confidentiality of the information outweighs the necessity for disclosure in the interests of justice. (See California Government Code Section 6254(k) and Evidence Code Section 1040.)

If a Consultant asserts that any portion of its Proposal is exempt from disclosure under the Act, it must clearly mark each portion of its Proposal “Confidential”; and for each marked portion, identify the legal basis for the exemption, including citations to specific sections of the Act. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof. Any blanket confidentiality statement in the Proposal (e.g., regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If the City receives a request for disclosure of records identified by a Respondent as “Confidential,” the City will take one of the following actions in its sole and absolute discretion:

1. If the City determines there is a legal basis to withhold the records from disclosure, the City will not disclose those records unless compelled by a court order; provided that, upon request by the City, the Respondent shall defend, indemnify, and hold harmless the City regarding any claim or litigation by any third party for the public disclosure of the “Confidential” portion of the Proposal.

2. If the City does not identify a legal basis to withhold the records from disclosure, the City will provide written notice of the request for disclosure to the Respondent, and the Respondent will be given a reasonable opportunity to seek protection from disclosure by a court of competent jurisdiction prior to the City's disclosure of the requested information.

Attachment A - Draft Professional Services Agreement

SERVICES AGREEMENT (PROFESSIONAL SERVICES)

City Agreement No. _____

City Budget Code: _____

This Services Agreement (Professional Services) for *{***INSERT the Agreement Title, e.g., concise description of services***}* (“**Agreement**”) by and between the City of Napa, a California charter city (“**City**”), and *{***INSERT Consultant’s full legal name and entity type, e.g., corporation or partnership***}* (“**Consultant**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including *{***INSERT concise summary of services to be provided***}*.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as a *{***INSERT type of professional, e.g., architect or engineer.***}*, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, *{***INSERT name of position of City’s Authorized Representative***}* (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant’s qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit “A.” Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City’s Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due.

The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$ *{***INSERT Not to Exceed Dollar Amount***}*, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns *{***INSERT name of Consultant's Authorized Representative***}* to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

*{***INSERT name of position of
City's Authorized Representative***}*

CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660

{**INSERT email address of City's Authorized Representative**}

TO CONSULTANT: {**INSERT name,
title,
address,
and email address of
Consultant's Authorized Representative**}

5. TERM. The term of this Agreement begins on the Effective Date, and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and

records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

- 9.1. A description of the damage including date, time, and location, and whether any City property was involved;
- 9.2. Name and contact information of any witness;
- 9.3. Name and address of the injured or deceased person(s); and
- 9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's or its subconsultants' negligence, recklessness, or willful misconduct in the performance of the Services under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Consultant will not perform Services under this Agreement until Consultant has obtained

all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact insurancecerts@cityofnapa.org. All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. Commercial General Liability Policy. Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability.

11.1.2. Automobile Liability Policy. Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO Form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

11.1.4. Professional Liability. Consultant must procure and maintain Professional Liability Insurance appropriate to the Consultant's profession covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of the Services and any physical property damage, bodily injury or death resulting therefrom, with limits not less than \$2,000,000 combined single limit per occurrence and in the aggregate. The insurance must include a vicarious liability endorsement to indemnify, defend, and hold harmless the City for claims arising out of the Consultant's Services and an extended reporting endorsement, for a period of not less than four years from the date of completion of those Services. The policy inception date or retroactive date must coincide with or precede the Effective Date of this Agreement (including subsequent policies purchased as renewals or replacements).

11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its subconsultants, affiliates, officers, directors, employees, subsidiaries, parent company, or agents, if any.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the CGL insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:

By: _____

By: _____

Date: _____
("Effective Date")

By: _____

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

DRAFT