



**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES ASSISTANCE IN THE
PREPARATION OF AN UPDATE TO THE
PLEASANTON DOWNTOWN SPECIFIC PLAN**

Date: July 21, 2016

To: Interested Consultants

From: Adam Weinstein, Planning Manager/Deputy Director of Community Development
Shweta Bonn, Senior Planner

Subject: Request for Proposals for professional services related to updating the City of Pleasanton's Downtown Specific Plan

Background

Pleasanton is a city of approximately 74,000 residents located at the intersection of I-580 and I-680 in eastern Alameda County. The City is bordered on the north by the City of Dublin and on the east by the City of Livermore. Land to the west and south of the City includes open space, agriculture, and permanently-protected ridgelines. Downtown Pleasanton is generally located in the central portion of the City, covers 60 city blocks and approximately 308 acres of land, and features the City's oldest buildings, a walkable commercial district, its most established residential neighborhoods, and tree-lined streets.

The Downtown has served many functions over the past 130 years, including a railroad stop, agricultural exchange center, and community shopping area. It is currently the economic heart of the City, a cherished community gathering place and location of many special events, and retains a small town character.

The Downtown Specific Plan (DSP) adopted in 2002 includes goals, objectives, and implementation measures that facilitate the changes needed to serve the City's growing population and employment base while still preserving the essence of Downtown's small-town character. The 2002 Specific Plan was an update to the very first DSP adopted in February 1989, and can be found online at:

<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=23825>

The objective of the current effort is to comprehensively update the 2002 DSP. The DSP has provided solid policy guidance for development in Downtown over the last 14 years, as evidenced by recent context-sensitive infill projects that have filled-in key gaps in the commercial core, the presence of an inviting pedestrian environment along Main Street and adjacent east/west side streets, the continued protection of historic commercial and residential buildings, and a vibrant retail environment. However, implementation of the DSP and feedback from community members and elected/appointed officials has indicated a potential need for reevaluating certain elements of the plan to: clarify areas of policy direction that are vague, more effectively respond to market factors and community desires, strengthen the protection of the physical features of Downtown that are valued by the community, and incorporate key concepts and principles from recent long-term planning efforts (see "Reference Documents" at the end of this RFP).

Scope of Project

The City is inviting qualified consultants to submit proposals to provide focused assistance with preparation and adoption of a comprehensive update to the DSP to establish positive design and land use improvements. The update will be an in-depth process involving community workshops and/or other forms of outreach and public hearings.

The project will require evaluation of the adopted DSP and feedback provided by members of a Task Force or Technical Advisory Group expected to guide the update of the plan. The project scope also includes evaluation and incorporation of the goals, policies and vision of the City from interrelated planning documents that address challenges and opportunities within the Downtown and surrounding areas.

The selected consultant is expected to provide the following services, including the provision of policy, program, and project options for consideration and recommendations in the following areas. In recognition that the budget for professional services is limited, assume significant staff assistance in the policy-related topics marked with an asterisk (*) below.

1. Spearhead a broad-based community outreach effort to include a range of key age and interest groups, identify various meeting locations, and recommend proven methods to gain feedback from community groups and individuals. Public outreach could include a one or two-day design charrette, web and social media management and presence on the City website, presentations or kiosks at locations such as the farmers market, direct consultation with the Pleasanton Downtown Association, and the preparation of specially formatted publications, or any other methods deemed valuable by the consultant. The intent is to reduce reliance on conventional public meetings as a means of soliciting comments.
2. Evaluate and provide recommendations regarding the strengths, weaknesses, opportunities and competitive challenges for retail and mixed uses in the DSP area. A focused report by a firm specializing in economic consulting will likely be useful as part of this task.
3. In coordination with the Civic Center Master Plan, evaluate and provide recommendations for land uses on the existing civic center site.*
4. Provide an image-rich design analysis, with the possibility of a design/height and massing analysis and prepare vision graphics/illustrations and/or fly-through options for the entire Downtown.
5. Evaluate current DSP provisions related to permitted and conditionally permitted land uses, particularly those along Main Street.*
6. Evaluate whether additional infill housing, including second units, could be accommodated in the DSP area while protecting Downtown's small town character.*
7. Provide additional recommendations related primarily to pedestrian circulation, as well as bicycle and vehicular mobility, and connectivity to existing parks within the Downtown.
8. Evaluate current parking standards applicable to the downtown in conjunction with recommendations contained in the Downtown Parking Strategy and Implementation Plan.*
9. Evaluate the role of office, commercial and residential uses (including the viability of the existing Office land use district), and evaluate the effectiveness and validity of residential and commercial height limitations within the DSP area.*
10. Clarify policies related to the evaluation and protection of historic resources.*
11. Make recommendations to reconcile existing discrepancies between policy documents applicable to Downtown Pleasanton, and incorporate policy directives identified in documents not currently referenced in the DSP, including those that are currently underway.*

12. Provide policy/design direction on other items that may arise during the public input process.*

Project Deliverables

1. Prepare a comprehensive public participation program of an appropriate size and scope.
2. Attend ten (10) in-person Task Force/Technical Advisory Meetings and/or public hearings in addition to meetings held as part of public outreach.
3. Prepare an illustrative design plan, including visuals and 3-D massing diagrams to complement and contribute to understanding the DSP text, in a form and format to be explained by the consultant in the submittal.
4. Develop a timeline schedule for the public participation program and preparation of the tasks outlined in the Project Scope, including staff review, and Planning Commission and City Council review.
5. Prepare public meeting presentation materials as required by City staff, in paper and electronic formats.
6. Provide recommendations for possible amendments, if any, to the DSP Goals, Objectives, and Policies.
7. Provide progress reports and memos at various project stages to staff, as necessary to communicate updates and/or technical information.
8. Produce administrative draft and final copies of the updated DSP. Each draft and the final version should be provided:
 - a. electronically (on a CD, flash drive, FTP site, or other mutually agreed upon alternative) in both Microsoft Word format and searchable PDF format (the PDF document should be provided as a single document, optimized and compressed); and
 - b. in printed form; please provide ten (10) copies of administrative drafts and approximately thirty (30) copies of the version that is proposed for adoption.

Expected Cost and Timeline

The cost for professional services is limited to \$200,000, and the expected timeframe from project kickoff to adoption of the plan is 12-18 months. In recognition that this is a limited budget to perform a comprehensive Specific Plan Update, focus the work effort on: design elements of the planning effort; developing strong imagery and data-rich graphics to incorporate

into the plan; and the public outreach effort. Please be realistic about what can be achieved for the allocated budget.

Submittal Requirements

Interested consultants should submit qualifications that address the following (a concise submittal is much appreciated):

1. **Project Description.** A brief description of your understanding of the overall project.
2. **Approach to Project.** Describe the manner and methods you will use to manage and facilitate the work. This should include a discussion of how each of the separate tasks will be approached, the individual primarily responsible for each task, and the expected number of hours allocated to each task.
3. **Staffing.** Please identify key staff members, particularly the Project Manager responsible for overseeing and being actively involved in the entire effort. The City's expectation is that this primary staff person will attend the initial interview with City staff and all meetings at which consultant assistance is desired, be ultimately responsible for all work products, and remain in this role for the duration of the project. We desire a seasoned Project Manager with extensive experience facilitating and managing large public meetings with competing interests, responding quickly to group dynamics, introducing new ideas, and shaping feedback in a productive way.
4. **Scope of Work.** Provide a scope of work that responds to the scope identified above.
5. **Consultant Description of Qualifications.** For your firm (and any subconsultants) provide:
 - a. Firm qualifications and résumé(s) of participating individual(s); and
 - b. A description of your experience completing updates to downtown specific plans for mid-size jurisdictions.
6. **Cost.** Provide a cost proposal for the overall effort, including optional additional meetings. Include the basis and assumptions made for estimated costs. Include hourly rates for each task and each staff person assigned to that task, your hourly rates for this project, and total number of hours. Clearly indicate the subtotaled cost for each task to be performed by your firm and by any sub-consultants, and total cost for your work effort. The cost proposal should also include a brief concept scope for California Environmental Quality Act (CEQA) analysis and transportation modeling/analysis, including which consultants would do this work (the proposal should not include a budget for CEQA and transportation modeling/analysis work).

7. **Schedule.** Provide a detailed schedule/timeline indicating timeframes for draft documents and reports, review by City staff, and final documents prior to release to the public.
8. **Conflict of Interest.** Identify any recent, present, or proposed work undertaken by the consultant, any subcontractor or subsidiary, or any other type of business or other relationship, that could represent a potential, real, or perceived conflict of interest with respect to this project. A conflict of interest could potentially, for instance, include current work under contract to a landowner or developer within the Pleasanton sphere of influence.
9. **References.** Please provide a list of at least three references for projects of similar scope completed by your firm.
10. **Professional Services Contract and Insurance Requirements.** Attached is a copy of the City's standard contract, including insurance requirements. The selected consultant must provide a certificate of insurance in a form acceptable to the City prior to entering into the agreement. Please indicate what professional and business insurance you maintain and whether the standard requirements can be met. Please review the City's standard contract and to ensure that your firm would be able to sign this agreement.
11. **Business License.** The City requires a City of Pleasanton Business License of the selected consultant before the contract is awarded.
12. **Submittal Deadline.** Submit **eight sets** of printed qualifications, along with one electronic file on a CD or flash drive in searchable PDF format as a single document (optimized and compressed), to the Planning Division **no later than Monday, August 15, 2016 at 9:00 a.m.**, at the following address:

Community Development Department
Attention: Shweta Bonn, Senior Planner
P.O. Box 520
Pleasanton, CA 94566

Please mark one of the eight printed sets as "Original." If discrepancies are found between the copies, or between the original and copies, the "Original" will provide the basis for resolving such discrepancies.

Selection Criteria

The consultant will be selected based on criteria including, but not limited to:

- Consultant's expertise and ability demonstrated in completion of similar assignments
- Qualifications and relevant experience of the consultant
- The specific personnel to be assigned by the consultant to this project, and their experience and abilities
- The quality, amount and type of service proposed
- The results of reference checks
- Costs associated with the consultant's proposal

An in-person interview will be required.

Reference Documents

In addition to the DSP, other guiding policy documents for Pleasanton include the Downtown Design Guidelines (Design Guidelines), Downtown Hospitality Guidelines (Hospitality Guidelines), the Historic Resources Survey and Pleasanton Municipal Code Amendments (Historic Resources Survey), Civic Center Master Plan, Downtown Parking Strategy and Implementation Plan, summarized below. Also included is a link to the July 19, 2016 agenda report to initiate the update to the DSP.

- *Downtown Design Guidelines (Design Guidelines)*. The Design Guidelines were adopted in September of 2004, and are intended to provide standards to ensure that new residential and commercial construction projects in the Downtown are of high quality and complement the existing built environment, while simultaneously encouraging the enhancement of Downtown's older buildings. The Design Guidelines can be found online at:
<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=23826>
- *Downtown Hospitality Guidelines (Hospitality Guidelines)*. The Hospitality Guidelines were adopted in November of 2012, with the objective of advancing economic vitality and enhancing hospitality within the commercial areas of Downtown. The Hospitality Guidelines provide guidelines for entertainment, music, and bars. The Hospitality Guidelines can be found online at:
<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=23827>

- *Historic Resource Survey and Pleasanton Municipal Code Amendments (Historic Resource Survey)*. The Historic Resource Survey and amendments to the Pleasanton Municipal Code were adopted in November 2015. The Historic Resource Survey provides a compendium of residential structures Downtown that were built before 1942 and identifies which are considered historic resources. The Municipal Code amendments consisted of modifying the Administrative Design Review criteria such that approval would be required for certain exterior changes to single-family homes in residential zoning districts within the Downtown Specific Plan Area that are determined to be historic resources. The Historic Resource Survey can be found online at: <http://admin.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=26469>
- *Civic Center Master Plan*. The Civic Center Master Plan is currently in draft form, but is expected to be finalized and adopted during the summer of 2016, with the objective of evaluating options for developing a new library and administration building on the Bernal Property (redeveloping the existing civic center site was also identified as an alternative). The Civic Center Master Plan Task Force will be making a recommendation to the City Council regarding potential relocation of the existing library and administration buildings located in Downtown Pleasanton, therefore potentially vacating the existing civic center property for future development. More information on the Civic Center Master Plan can be found online at: <http://www.cityofpleasantonca.gov/gov/depts/manager/civiccenterlibrarytaskforce.asp>
- *Downtown Parking Strategy and Implementation Plan (Parking Strategy)*. The City Council has also directed staff to develop the Parking Strategy to identify strategies to ensure that the existing parking supply within the Downtown is used efficiently and effectively managed, and potential strategies and locations to increase parking supply. A draft Parking Strategy has been provided to the City Council for review in advance of seeking input from key groups such as the Pleasanton Downtown Association, Economic Vitality Committee, and the Planning Commission before returning to City Council for adoption. This draft can be found online at: <http://weblink.cityofpleasantonca.gov/WEBLINK8/0/doc/267332/Electronic.aspx>
- *Downtown Specific Plan EIR*. The DSP EIR evaluated potential environmental impacts associated with the update to the 1989 DSP. During the preparation of the EIR, the City evaluated several alternatives, and determined that the environmentally superior alternative would be the 2002 Specific Plan as proposed, and certified the Final EIR with adoption of a statement of overriding considerations.
- *July 19, 2016 City Council Agenda Report*. The City Council authorized staff to proceed with the Downtown Specific Plan update at its July 19, 2016 meeting. The

agenda report can be found online at:

<http://weblink.cityofpleasantonca.gov/WEBLINK8/0/doc/267419/Page1.aspx>

Staff Contact Information

Please call or e-mail Shweta Bonn at (925) 931-5611 / sbomm@cityofpleasantonca.gov if you have questions.

Thank you for your interest in this project. Please do not hesitate to email or call if you have any questions or comments.

Attachments

Sample Professional Services Agreement

- | |
|---|
| <input type="checkbox"/> Exhibits A & B
<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Professional Liability (if required) |
|---|

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 201_, between the CITY OF PLEASANTON, a municipal corporation ("City"), and _____ whose address is _____, and telephone number is _____, ("Consultant").

RECITALS

A. Consultant is qualified and experienced in providing _____ services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Consultant shall diligently perform the services and furnish the materials, reports, drawings, and related materials described in Exhibit "A", Scope of Work, attached and incorporated to the extent consistent with this Agreement.

[for an as-needed services, use the following: Consultant shall provide _____ services for the City of Pleasanton as requested by _____ Department, pursuant to individual Work Authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.]

2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, _____.

3. **Staff.** Consultant shall assign _____ to serve as _____, who may not be replaced without written consent of City.

4. **Term.** Time is of the essence. Consultant shall begin work _____. The work as described in Exhibit "A", Scope of Work, shall be completed by _____.

5. **Compensation.** For the services to be rendered, City shall pay Consultant _____, as described more particularly in Exhibit "B," which is attached and incorporated to the extent consistent with this Agreement. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed _____ unless the parties agree pursuant to section 8.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of contract time used, percentage of contract amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

6. **Sufficiency of Consultant's Work.** By executing this Agreement, Consultant warrants that all services will be performed in a competent, professional and satisfactory manner. Should Consultant discover any latent or unknown conditions, it shall immediately inform City and proceed only at its own risk until instructed by City.

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement (“materials”) shall become the property of City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor.

11. **Termination of Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage as minimums only, or such greater or broader coverage if available in Consultant's policies, with insures with an A.M. Best's rating of no less than A:VII:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$1,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$1,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

If services are for legal, medical, architectural, engineering, surveying or geotechnical work, check this box, and Consultant must provide:

d. **Professional Liability Insurance.** Professional liability insurance in the amount of \$1,000,000.

e. **Certificate of Insurance and Coverage.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In addition, the insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of

coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

The specific coverage obligations set forth in this Section 14 are minimums only, and the Consultant shall have the obligation to provide the minimum coverages stated in this Agreement or such greater or broader coverage, if available in the Consultant’s policies.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a “pay on behalf” of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

h. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:		To City:	City Manager
			City of Pleasanton
			P.O. Box 520
			Pleasanton, CA 94566

16. Conformance to Applicable Laws. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. Records and Audits. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. Confidentiality. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City.

Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.

21. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

23. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

25. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

By: _____
Nelson Fialho, City Manager

By _____

Its _____

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney