
City of Santa Maria



REQUEST FOR PROPOSALS

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE EXPANSION OF
FIRE STATION NO. 1 AND THE CONCEPTUAL DESIGN OF THE SANTA MARIA
FIRE DEPARTMENT'S NEW PUBLIC SAFETY TRAINING CENTER**

ISSUING OFFICE: City of Santa Maria
Public Works Department
110 S. Pine Street, Ste. 221
Santa Maria, CA 93458

**SUBMITTAL: One (1) original, four (4) copies and one (1) electronic copy must be
received on or before 4:00 p.m., October 21, 2021**

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE
DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.

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PUBLIC NOTICE

REQUEST FOR PROPOSAL

SEALED PROPOSALS must be received by Eric Riddiough P.E., Principal Civil Engineer, mailed to City of Santa Maria, 110 South Pine Street, Suite 101 (USPS) OR Suite 221 (Fed Ex & UPS), Santa Maria, CA 93458 no later than 4:00 p.m., Thursday, October 21, 2021. **NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE.** PROPOSAL WILL REMAIN SEALED AND UNOPENED UNTIL THE NEXT BUSINESS DAY. PROPOSALS WILL NOT BE PUBLICLY OPENED.

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE EXPANSION OF FIRE STATION NO. 1 AND THE CONCEPTUAL DESIGN OF THE SANTA MARIA FIRE DEPARTMENT'S NEW PUBLIC SAFETY TRAINING CENTER

Contract documents may be inspected and obtained in the office of Eric Riddiough P.E., Principal Civil Engineer, City of Santa Maria, 110 S. Pine Street, Suite 221, Santa Maria, California 93458.

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Santa Maria to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 21st day of September, 2021 at Santa Maria, California.

By: Eric Riddiough P.E., Principal Civil Engineer.

City of Santa Maria, California

Publication Date: September 21, 2021

**SECTION 1 - INSTRUCTIONS AND
CONDITION**

1.1 Project Description

The City of Santa Maria is requesting technical designs and cost proposals from qualified and experienced consultants to provide ARCHITECTURAL AND ENGINEERING SERVICES FOR THE EXPANSION OF FIRE STATION NO. 1 AND THE CONCEPTUAL DESIGN OF THE SANTA MARIA FIRE DEPARTMENT'S NEW PUBLIC SAFETY TRAINING CENTER

One (1) original, four (4) paper copies, and one (1) electronic of the proposal are to be submitted to the Department of Public Works, City of Santa Maria, 110 South Pine Street, Suite 101 (USPS) OR Suite 221 (Fed Ex & UPS), Santa Maria, CA 93458 no later than 4:00 p.m., Thursday, October 21, 2021.

1.2 Information

The City of Santa Maria Engineering Division is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to Eric Riddiough P.E., Principal Civil Engineer at eriddiough@cityofsantamaria.org or by phone at (805) 925-0951 ext. 2225.

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Santa Maria will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the City. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective bidders who have secured same. However, it will be the responsibility of each prospective bidder, prior to submitting its proposal, to contact Eric Riddiough P.E., Principal Civil Engineer, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, (805) 925-0951 ext. 2225, to determine if addenda were issued, and to make such addenda a part of their proposal.

Addenda will be posted on the City's website (<https://www.cityofsantamaria.org/city-government/departments/public-works-services/bids-and-proposals>) where the RFP is posted. Prospective proposers must check the website for addenda or other

relevant new information during the response period. The City is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

1.4 Definitions

1. "Agency" refers to the City of Santa Maria, an Agency established under the laws of the State of California.``
2. "Days" refers to working days of the City of Santa Maria when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subcontractor or supplier at any tier who shows that it has a substantial economic interest in a provision of the Invitation for Bid (IFB) or the Request for Proposals (RFP) or of the interpretation of such a provision.
5. "Local" as used herein refers to the County of Santa Barbara and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "RFP" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the City Engineer or his designee of the City of Santa Maria.

1.5 Contracting Agency

The City of Santa Maria/Engineering Division will administer the contract resulting from this Request for Proposals.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Joint Offers

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

1.8 Business Tax Certificate

Possession of a City of Santa Maria Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Contractor shall be required to possess, at its own expense, a valid and current City of Santa Maria Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Santa Maria. For additional information, contact the City of Santa Maria at (805) 925-0951 ext. 2422.

1.9 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with Eric Riddiough P.E., Principal Civil Engineer. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.10 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.11 Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Santa Maria reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Santa Maria reserves the right to reject any or all proposals, to waive any requirements, both the City's and those proposed by the proposer; to waive any

irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. Proposer's past performance, and the City's assurance that each proposer will provide service as bid, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's bid submission, or at any point in the bid evaluation process, including any interview conducted, is grounds for rejection of the bid. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the bid submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies due the City of Santa Maria.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.12 Proposal Pricing Guidelines

Consultant shall provide proposed fees and cost information as a part of this Request for Proposals. Fee schedules submitted in response to this Request for Proposals shall identify hourly rates and hours dedicated to project and be no higher than the bidder's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful consultant.

1.13 Proprietary Information

The proposals received shall become the property of the City of Santa Maria and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data

contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.14 Tentative Selection Schedule

Issuance of RFP	September 21, 2021
Submission deadline	4:00 p.m., October 21, 2021
Award of contract	December 1, 2021
Initiation of contract	December 15, 2021

SECTION 2 – PROJECT OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Santa Maria, a municipal corporation, is currently seeking technical design and cost proposals from qualified and experienced design professionals to provide Architectural and Engineering services for:

1. The design of the expansion of new facilities to the existing station building at Fire Station No. 1 located at 314 West Cook Street.
2. A conceptual design of a new Public Safety Training Facility at a location to be determined.

The City views full service Architectural and Engineering services for task 1 to mean an initial program needs assessment, analysis of the building space design, services and bidding assistance to bring the project from inception to a successfully bid project. Additional services may include assistance during construction. This includes but is not limited to Architectural, interior, exterior, plumbing, landscape and hardscape design, Civil, Mechanical, and Electrical Engineering. It is highly desirable that design firms have experience with similar services for public safety facilities.

The City views full service Architectural and Engineering services for task 2 conceptual design to mean an initial program needs assessment and conceptual design and layout, including space allocations, to meet the requirements of the needs assessment.

The initial City goals for the Fire Station No. 1 renovation and addition project include the following facilities:

- Crew quarters for three personnel
- Three new, separate office spaces
- Workout facility suitable for up to 8 personnel.
- Apparatus bay space for at least two fire apparatus and one pickup truck
- A holistic building and site design that incorporates the existing structure and integrates with space limitations on the Headquarters' Campus.
- Incorporates energy efficiencies and modern renewable energy options

The initial City goals for the Training Center design project include the following:

- Provide the City and regional partners a dedicated training facility for use by public safety personnel
- Facilities to support manipulative Fire training, such as live fire, fire apparatus operations, confined space, shoring, rescue operations, high and low angle rescue, tower rescue, driver training, pump operations and basic Fire Academies.
- Facilities to support manipulative Law Enforcement training such as close quarters SWAT Ops, active killer, entry/ exit operations, and tear gas ops. Additionally, drivers training and force movements are critical to Law enforcement training plans.
- Facilities to support youth safety education which include activities such as fire safety, smoke detector awareness, "Stay low and go", Calling 911, bicycle safety, electric and gas utility safety programs, pedestrian safety, occupant protection and other pertinent safety efforts for local youth. Some helpful website links:
<https://www.cobbcounty.org/public-safety/safety-village/foundation>
<https://childrensafetyvillage.org/>
- Facilities to support didactic training. 2-4 technologically supported classrooms to seat 30-40 students each.
- Office space to support 3-5 staff.
- Incorporation of office design standards that promote employee well-being, ergonomics that maximizes natural light and a modern office layout.
- A building design that incorporates energy efficiencies, an aesthetic compatible with City appearance and neighborhood patterns, water usage efficiencies and debris removal and functional public safety training.

2.2 Term of Contract

Designs are expected to begin by January 2022 and be completed by June 2022.

2.3 Scope of Work

2.3.1 Phase I: Programing Needs Assessment Study

Fire Station 1 Expansion Task

- Work with Fire Staff to assess the use and space needs for the added facility.
- Coordinate and perform necessary materials testing to determine the presence of, and the necessary remediation of hazardous material remediation.
- Review physical limitations and opportunities within the existing facility.

- Conceptual design of expansion including proposed floor layout for review and approval by City Fire Staff

Training Center Task

- Work with Fire Command staff to assess manipulative and didactic training needs of training facility.
- Work with Police Command staff to assess manipulative and didactic training needs of training facility.
- Work with Fire, Police and Rec/ Parks staff to assess manipulative and didactic training needs of public safety educational facility for grade school youth in the Santa Maria jurisdiction.

2.3.2 Phase II: Design

Fire Station 1 Expansion Task

- Provide preliminary and full (50%/75%/100%) PS&E design including plans, special provisions, and cost estimate, for City comment and approval up until project is advertised to bid for construction
- Provide assistance to Fire Staff in submittal of plans to Community Development Department for review and approval and all plan revisions resulting from review process

Training Center Task

- Utilizing the information gathered from the Needs Assessment Study, develop a scaled conceptual design of the land use size and space allocation to meet the needs of Santa Maria Fire and Police Departments.
- Multiple conceptual designs may be proposed based on potential land use requirements.

2.3.3 Phase III: Bidding, Pre-Construction, and Construction Assistance

Fire Station 1 Expansion Task

- Provide assistance to City staff to respond to pre-bid Requests for Information (RFI's) and develop pre-bid addendum as necessary.
- Attend pre-construction meeting as architect / engineer of record for expansion design
- Provide review of submittals during pre-construction and construction to ensure that products submittals meet design specifications and criteria

2.3.4 City Services to be Provided

- Provide available record information.
- Review all documents.
- Receive and review data, studies, calculations and proposals.
- Administer contract.
- Process progress payments as submitted by the Consultant and approved by the City Engineer.

2.4 General Instructions

Compensation:

For all services rendered as described in the Scope of Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated for time and expenses for work completed on a monthly basis. Each invoice submitted to the City shall contain a brief description of work completed during the billing period, the total amount billed to date, and the amount remaining on the contract. Consultant shall include a Not To Exceed total amount for the purposes of establishing the total contract value.

The proposing Consultant shall disclose any financial, business or other relationship with the City of Santa Maria that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. Proposing consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

2.5 Competitive Selection

The successful Contractor shall be selected by the City of Santa Maria on a rational basis.

Evaluation factors outlined in Paragraph 2.6 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

Please review Section 2.11 for a description of the proposal format.

2.6 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by City of Santa Maria. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

EVALUATION FACTOR	PERCENT
Understanding of Work to be Done	25%
Method and Approach for Work to be Done	25%
Experience with Similar Kinds of Work	20%
Quality of Staff for Work to be Done	15%
Familiarity with Local, State and Federal Procedures and Laws	15%
Total	100%

The City, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer (s).

2.7 Inquiries

Inquiries must be submitted in writing by 5:00 pm on by Thursday, October 14, 2021. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render your proposal non-responsive. All inquiries shall be directed to Eric Riddiough P.E., Principal Civil Engineer City of Santa Maria at eriddiough@cityofsantamaria.org.

2.8 Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

2.9 Contract Incorporation

Proposer should be aware that the City of Santa Maria's attached "agreement" shall become the actual contract document. The terms and conditions defined in Section 3 are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the City as a result of a proposer's failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the Contractor. The requirements of Request for Proposals Dated September 21, 2021, on file at the Department of Public Works – Engineering Division, 110 S. Pine Street, Ste. 221, Santa Maria, CA are hereby incorporated by reference.

*NOTE: City Insurance Requirements are part of the City's Standard Agreement form. Please assure you have reviewed these prior to submitting your proposal.

2.10 Negotiations

The City of Santa Maria reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.11 Proposal Format

Proposals shall be submitted in a sealed envelope, clearly marked on the outside "Proposal: ARCHITECTURAL AND ENGINEERING SERVICES FOR THE EXPANSION OF FIRE STATION NO. 1 AND THE CONCEPTUAL DESIGN OF THE SANTA MARIA FIRE DEPARTMENT'S NEW PUBLIC SAFETY TRAINING CENTER." The Cost Proposal shall be submitted concurrent with the proposal in a separate sealed envelope.

Proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

Please be brief in your responses. Proposal should be no more than TEN (10) pages (single sided), 12 pt. font, excluding the Letter of Transmittal, Acknowledged Addenda, Table of Contents, Resumes, and Cost Proposal.

A. Letter of Transmittal

Letter shall be on Consultant's letterhead and include the Consultant's contact name, mailing address, telephone number and email address.

All Addenda received must be acknowledged and submitted with Proposal.

B. Table of Contents

C. Project Understanding

Provide statement of understanding of services being requested for all tasks listed in Project Overview and any other pertinent information Consultant believes should be included.

D. Scope of work

Information shall include:

- Names, qualifications, and specific responsibilities for key staff that will participate on this project
- Statement describing scope and approach to services to be provided
- Estimated schedule to complete services with all tasks and subtasks listed in detail

E. Experience and Qualifications

Information shall include:

- Summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this RFP.
- Provide three (3) Public Agency references. Please do not list projects where major work was completed by staff no longer employed by the firm. References should include:
 - Client Name
 - Project Description
 - Date of Completion
 - Client project manager name, telephone number, and e-mail address
 - Consultant's Project Manager Name (individual who oversaw Project)

SECTION 3 - AGREEMENTS

AGREEMENT

TITLE OF AGREEMENT

This agreement is made upon the date of execution, as set forth below, by, and between COMPANY NAME, A CALIFORNIA CORPORATION OR A CONSULTING FIRM, (hereinafter referred to as "Consultant"), and the City of Santa Maria, California, a Municipal Corporation, (hereinafter referred to as "City").

RECITALS

WHEREAS, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, City has determined the Project involves performance of professional and technical services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, City has requested Consultant to perform services for Project; and

WHEREAS, Consultant is registered or licensed in California to perform professional and technical services for Project.

THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.00 GENERAL PROVISIONS

1.01 TIME FOR PERFORMANCE

Consultant shall commence work upon receipt of written direction to proceed from City. Consultant shall cease work upon completion of the project as determined by City Engineer.

Consultant shall perform the work described on Exhibit "A". Consultant and City will use their best efforts to give reasonable notice to one another of changes to the schedule.

Consultant shall not be responsible for performance delays beyond Consultant's control as determined by the City Engineer, and if the City Engineer determines such delays shall extend the times for performance of the work by Consultant and if the City Engineer determines delays to be unreasonable in length, the parties agree to negotiate towards an equitable compensation adjustment or the delays will be considered under the terms of Paragraph 5.01.

1.02 SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall determine the method, details and means of providing consulting engineering services for XXXXXXXXXXXXXXXXXXXX.

More specifically, Consultant agrees to perform or provide the services specified in "CONSULTANT - SERVICES TO BE PROVIDED" attached hereto as "Exhibit A" hereby incorporated herein.

Consultant may, at Consultant's own expense, employ such assistants as Consultant deems necessary to perform the services required of Consultant by this agreement. City may not control, direct or supervise Consultant's assistants or employees in the performance of those services.

1.03 PAYMENT TERMS

City agrees to pay Consultant in accordance with the payment terms set forth in Exhibit "C" which is incorporated by this reference.

2.00 OBLIGATIONS OF CONSULTANT

2.01 MINIMUM AMOUNT OF SERVICE BY CONSULTANT

Consultant agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Consultant may represent, perform services for and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

2.02 TOOLS AND INSTRUMENTALITIES

Consultant shall provide all tools and instrumentalities to perform the services under this agreement except those listed in "CITY - SERVICES TO BE PROVIDED" attached hereto as "Exhibit B" and hereby incorporated herein.

2.03 WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS

City and Consultant agree that Consultant is an independent contractor and agree that Consultant's employees and agents have no right to workers' compensation and other employee benefits from the City. Consultant agrees to hold harmless and indemnify City for any and all claims arising out of any claim for injury, disability, or death of any of Consultant and Consultant's employees or agents.

2.04 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant including its employees. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

2.05 INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contact insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.

2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

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

D. Other Insurance Provisions

The liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract to the City.** **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

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

G. Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.00 OBLIGATIONS OF CITY

3.01 COOPERATION

City agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement, specifically including those duties listed in Exhibit "B", hereby incorporated.

4.00 TERMINATION OF AGREEMENT

4.01 TERMINATION ON NOTICE

Notwithstanding any other provision of this agreement, any party hereto may terminate this agreement, at any time, without cause by giving at least ten days prior written notice to the other parties to this agreement.

4.02 TERMINATION ON OCCURRENCE OF STATED EVENTS

This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of any party;
2. Sale of the business of any party;
3. Death of any party;
4. The end of the ten (10) days as set forth in Section 4.01;
5. End of the contract to which Consultant's services were necessary.
6. Project not approved pursuant to the California Environmental Quality Act or ended for environmental reasons.

4.03 TERMINATION BY ANY PARTY FOR DEFAULT OF ANOTHER PARTY

Should any party default in the performance of this agreement or materially breach of any of its provisions, a non-breaching party, at its option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

4.04 EXTENSION

This Agreement shall terminate as specified in section 4.02 unless extended as set forth in this Section. Otherwise, the City, with the agreement of Consultant, is authorized to extend the term of this Agreement beyond the termination date, as needed, under the same terms and conditions set forth in this Agreement. Any such extension shall be in writing and be an amendment to this Agreement.

5.00 SPECIAL PROVISIONS

5.01 BREACH OF CONTRACT

If Consultant materially breaches terms of this agreement, City shall, in addition to other remedies provided by law, have the following cumulative remedies:

1. Immediately terminate the agreement with Consultant;
2. Retain the plans, specifications, drawings, reports, electronic media,

records, and other design documents prepared by Consultant;

3. Complete the unfinished work, under this agreement, with a different consultant; or
4. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to this agreement and the amount that would otherwise be due Consultant, had Consultant completed the work.

5.02 NON-DISCRIMINATION

During the performance of this agreement, Consultant will not discriminate against any employee or applicant because of race, religion, creed, color, national origin, sex, age, sexual orientation or disability, whether physical or mental.

5.03 EXCLUSIVITY

All plans, specifications, reports, electronic media, records, and other design documents prepared by Consultant pursuant to this agreement shall be the property of the City; City is entitled to full and unrestricted use of such plans, specifications, reports and other design documents prepared by Consultant pursuant to this agreement; such plans, specifications, reports, and other design documents prepared by Consultant pursuant to this agreement shall be used exclusively on this project and shall not be used on any other work unless deemed necessary by the City.

5.04 RECORDS

Where the payment terms provide for compensation on a time and materials basis, Consultant shall maintain adequate records to permit inspection and audit of Consultant's time and material charges under this agreement. Consultant shall make such records available to City. Once the City receives records, they may become public records unless exempted by law. Such records shall be maintained by Consultant for three years following completion of the work under his agreement.

5.05 COST ESTIMATES

Since Consultant has no control over the cost of labor, materials, or equipment or over the methods bidders use to determine price, Consultant's estimates of construction costs represent Consultant's judgement as a design professional.

Consultant does not represent, warrant or guarantee that bids for construction may not vary from Consultant's estimates.

5.06 CONFIDENTIALITY

City and Consultant agree that until final approval by City, all data, plans, specifications, reports and other documents are confidential to the extent permitted by law as interpreted by the City Attorney and will not be released to third parties without the prior written consent of both parties, unless disclosure is required by law, as determined by the City Attorney.

5.07 EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the City Engineer for the City of Santa Maria that such work is not covered by the terms of this agreement. Extra work shall be paid for on a time and material basis at the rates established in Exhibit "D" of this agreement.

5.08 CONFLICT OF INTEREST

CONSULTANT will comply with all conflicts of interest laws and regulations including, without limitation, the CITY'S Conflict of interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of CONSULTANT who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the CONSULTANT or CONSULTING FIRM to notify that City of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of CONSULTANT(S), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of CONSULTANT, except as indicated in Subsection B.

Initials

- B. In accomplishing the scope of services of this agreement, CONSULTANT(S) will be performing a specialized or general service for the CITY, and there is substantial likelihood that the CONSULTANT'S work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following

CONSULTANT(S) shall be subject to Disclosure Category "1" of the
CITY'S Conflict of Interest Code.

6.00 MISCELLANEOUS

6.1 REMEDIES

The remedies set forth in this agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.2 NO WAIVER

The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.3 ASSIGNMENT

This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement giving rise to a right to terminate as set forth in Section 4.03.

6.4 TIME FOR PERFORMANCE

Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause, except financial inability, not in the control of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section shall excuse the prompt payment by either party as required by this agreement or the

performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.5 NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

	<u>PARTY</u>	<u>ADDRESS</u>
A.	XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX
B.	Kevin P. McCune, P.E. City of Santa Maria	110 South Pine, Suite 101 Santa Maria, CA 93458-5082

6.6 GOVERNING LAW

This agreement and all matters relating to this agreement shall be governed by the laws of the State of California in force at the time any decision or holding concerning this agreement arises.

6.7 BINDING EFFECT

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as a consent by City to any assignment of this agreement or any interest in this agreement.

6.8 INTEGRATION CLAUSE

This agreement (including any original counterparts executed by the parties) constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void.

6.9 TIME

Time is expressly declared to be of the essence of this agreement.

6.10 DUE AUTHORITY

The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.11 CONSTRUCTION

The parties agree that each party and counsel have reviewed and negotiated this agreement and that any rule of construction to effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.12 AMENDMENTS

Amendments to this agreement shall be made only with the mutual written consent of all of the parties to this agreement.

Executed on _____, 2021, at Public Works Department,
City of Santa Maria.

COMPANY NAME
a California limited partnership

CITY OF SANTA MARIA, a political
subdivision of the State of California

Name
President

Kevin P. McCune, P.E.
Director of Public Works

Name
Position Title

ATTEST:

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Risk Manager

City Attorney

EXHIBIT "A"

CONSULTANT - SERVICES TO BE PROVIDED

Phase I shall consist of tasks.

TASK 1: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 2: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 3: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 4: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Phase II shall consist of tasks.

TASK 1: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 2: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 3: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 4: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Phase III shall consist of ~~2~~ tasks.

TASK 1: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 2: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 3: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

TASK 4: - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

EXHIBIT "B"

CITY - SERVICES TO BE PROVIDED

1. Available record information.
2. Review all documents.
3. Receive and review data, studies, calculations, and proposals.
4. Attend meetings with Consultant.
5. Administrate contracts.
6. Process progress payments as submitted by the Consultant and approved by the City Engineer.

EXHIBIT "C"

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of XXXX **DOLLARS (\$_____)** in fees for all Tasks I, II, III, and IV based on the rate schedule. Task cost will be as follows:

Phase I:

Task 1:	\$
Task 2:	\$
Task 3:	\$
Task 4:	\$

Phase II:

Task 1:	\$
Task 2:	\$
Task 3:	\$
Task 4:	\$

Phase III:

Task 1:	\$
Task 2:	\$
Task 3:	\$
Task 4:	\$

Total Not-To-Exceed Cost: _____ \$

II. Rate Schedule

Rates as shown on Exhibit "D" (attached) shall be utilized by the Consultant when preparing bills for submittal.

III. Invoice procedure.

- A. Payment shall be made once per month based on the billable charges for the previous month.
- B. The Consultant shall present bills for the previous month's charges by the second day of the month.
- C. Consultant's bills shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subconsultants and other direct costs incurred.

IV. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum not-to-exceed cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A".

EXHIBIT "D"

CONSULTANT - FEE SCHEDULE

PERSONNEL CHARGES – Company Name
