
City of Santa Maria



REQUEST FOR PROPOSALS

**Architectural & Engineering Tenant Improvement Services
for the future City of Santa Maria Public Works Engineering &
Community Department Offices**

**SUBMITTAL: One (1) original, two (2) copies and one (1) electronic copy must be
received on or before 5:00 p.m., November 11, 2022**

**MARK ENVELOPES: City of Santa Maria Public Works Architectural &
Engineering Tenant Improvement Design Services**

**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 Thomas Korman, 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 5:00 p.m., November 11, 2022. 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 & Engineering Tenant Improvement Services for the future City of Santa Maria Public Works Engineering & Community Department Offices

Contract documents may be inspected and obtained in the office of the Public Works Department, Engineering Division, 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.

Direct questions for clarification of this Request for Proposals document to issuing office:

Thomas Korman, Principal Civil Engineer
City of Santa Maria
Public Works Department
110 S. Pine Street, Ste. 221
Santa Maria, CA 93458
Telephone (805) 925-0951 ext. 2439

Dated this 3RD day of October, 2022 at Santa Maria, California.

By: Thomas Korman, Principal Civil Engineer,

City of Santa Maria, California

Publication Date: October 7, 2022

**SECTION 1 - INSTRUCTIONS AND
CONDITION**

1.1 Project Description

The City of Santa Maria is excited to be formally requesting the design services for its new Public Works and Community Development Departments offices. The City is seeking technical design and cost proposals from qualified and experienced design professionals to provide full service Architectural and Engineering services for the design of a first floor remodel of the vacant police building to provide office and operational space for the City's Public Works and Community Development Department public counter.

One (1) original, two (2) paper copies, and one (1) electronic copy 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 5:00 p.m., November 11, 2022.

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 Thomas Korman, Principal Civil Engineer at tkorman@cityofsantamaria.org by November 4, 2022, 5:00 pm.

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 Pre-Proposal Site Walk

The City team will host a pre-proposal site walk on Wednesday, October 26, 2022, 2:00 pm. The pre-proposal site walk will begin at the site located 222. E. Cook Street.

Attendance at the Pre-proposal site walk is NOT mandatory, but is highly encouraged, and will be part of the overall proposal scoring.

1.4 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. 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 Thomas Korman, Principal Civil Engineer, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, (805) 925-0951 ext. 1958, to determine if addenda were issued, and to make such addenda a part of their proposal.

1.5 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 David Beas, Principal Civil Engineer of the City of Santa Maria.

1.6 Contracting Agency

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

1.7 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.

1.8 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.

1.9 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.

1.10 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 the 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.

1.11 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.

1.12 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.

1.13 Proposal Pricing Guidelines

Contractor 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 contractor.

1.14 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.

1.15 Tentative Selection Schedule

Issuance of RFP	October 7, 2022
Pre-Proposal Site Walk	2:00 p.m., October 26, 2022
Questions deadline	November 4, 2022
Submission deadline	5:00 p.m., November 11, 2022
Award of contract	December 20, 2022 (tentative)
Initiation of contract	January 2023

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 full service Architectural and Engineering services for tenant improvement design of a first-floor remodel of the vacant police building to provide office and operational space for the City's Public Works and Community Development Department public counter.

The City views full service Architectural and Engineering services to mean an initial program needs assessment, analysis of the building space to make it habitable, 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, Structural, Mechanical, Electrical, and Plumbing Engineering.

The improved space is anticipated to be used by City staff to house the Public Works and Community Development Department which includes engineering, transit, planning, building, and code enforcement, and other administrative functions as well as utility bill paying, and other potential customer service related business.

The initial City goals for this design project include the following:

- An open, flexible, and functional working and customer service environment, while still maintaining a secure and safe environment consistent with money handling operations.
- Incorporation of office design standards that promote employee well-being, ergonomics that maximizes natural light and a modern office layout.
- Initial project cost estimates by March 2022.
- Project bidding by May 2022

2.2 Information available to Proposers

See Attachment A for preliminary needs assessment, existing building plans, and previous conceptual layout documents.

2.3 Term of Contract

The successful bidder will commence services in January 2023.

2.4 Scope of Work

2.4.1 Phase I: Programing Study and Concept Design

- Review existing facility to determine steps necessary to convert the designated area into habitable office space.
- Incorporate Public Works and Community Development Department Facility needs. See Preliminary Needs Assessment, Attachment A
- Meet with City Administrative, Public Works & Community Development staff to fully evaluate the staffs current and mid-range (10-year) future needs.
- 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.
- Work with staff and public to finalize concept plan and process environmental document.
- Provide preliminary design including floor plans, and a preliminary construction cost estimate, for City comment and approval prior to moving to Phase II.
- Coordinate with outside utilities and assist City with service applications.
- Assist the City with the preparation of Environmental document.

2.4.2 Phase II: Final Design, Plans, Specifications & Estimates

- Conference with City Building Division and Fire Department for code analysis and design criteria. Prepare final design plans and specifications for the project consistent with the City approved concept design developed in the Phase I Services. Provide for City review at 50%, 90% and 100% stages of design development. Provide construction cost estimates at 50%, verify at 90%, final at 100% reviews.
- Submittal of all plans and specifications to Building Division for plan review, revisions and re-submit as necessary to obtain Building Permit approval.
- In addition to Building Division plan check copies, provide at least five (5) sets of full-size plans and specifications at each plan submittal for City review.
- It is the consultant's responsibility to determine how many meetings will be required during this phase and who will attend the meetings. Detail this in

the submitted proposal.

2.4.3 Phase III: Bidding Assistance

- Provide assistance to City staff to respond to pre-bid Requests for Information (RFI's), and develop pre-bid addendum as necessary.

2.4.4 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.
- Provide front-end specifications, including notice inviting bids, instructions to bidders, agreement, proposal forms, and general conditions.
- All bid and award activities, including reproduction of bid documents.

General Instructions

2.5 Submittal Requirements

2.5.1 Cover Letter

Provide name and address of the firm and project contact person with address, telephone number and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirement of this RFP. In addition to the cover letter, provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm.

2.5.2 Project Team Experience and Qualifications

Provide resumes or a listing of information for each person in your firm participating in this project, and all key sub-consultant staff participating in this project. Designate key personnel for this project. State the educational background of each individual, years of experience, length of employment

with your firm, project dollar amounts and size. State the relevant accreditations, certifications or licenses of key project personnel to be assigned to the project (i.e., California professional Architect/Engineer, CCCA, LEED AP, etc.)

The architect and/or engineering firm will be contractually obligated to not reassign key staff members to other projects without the City's prior written consent. City will have approval rights of any and all personnel assigned to the project.

2.5.3 Firm Experience/History

Describe your firms experience with buildings of similar scale and scope. Include three examples, with name, location, project description, completion date, budget and contact information/references. List any successful facility projects completed for the City of Santa Maria.

2.5.4 Project approach

Describe your understanding of the project and your approach to this specific project.

2.5.5 Philosophy

Description of the firms design and construction administration philosophy – describe your typical interactions with owners throughout the process.

2.5.6 Workload

Current workload of firm and specific personnel assigned to this project – include specific percentages of time each key team member will devote to this project

2.5.7 Preliminary Schedule

Provide an achievable preliminary schedule for Phases I & II of the project. Include reasonable lead times for City review, permit review and plan checking, and Downtown Development Permit process.

2.5.8 Cost Proposal (Sealed)

Provide your firms itemized cost proposal listing the scope and fee for each phase of the project as described in a separate sealed envelope.

2.6 Competitive Selection

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

Evaluation factors outlined in Paragraph 2.7 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 2.13 for a description of the proposal format.

2.7 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
• Project team experience and qualifications	30%
• Project approach and firms understanding of project	25%
• Ability of firm to complete all phases of services	10%
• Experience with building of similar size and scope	10%
• Successful experience with Santa Maria facility projects	10%
• Attendance at Pre-Proposal Site Walk	10%
• Firm with local office	5%

2.8 Oral Presentation

The City, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer (s). Proposers should be prepared to provide an oral presentation to City representatives in order to clarify their proposals if requested by the City.

2.9 Inquiries

Inquiries must be submitted in writing. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of writing communication. Failure to adhere to this requirement could render your proposal non-responsive. All inquiries shall be directed to Thomas Korman, Principal Civil Engineer, tkorman@cityofsantamaria.org, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458.

2.10 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.

2.11 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 Attachment 1 of this RFP 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 October 3, 2022, on file at the Department of Public Works – Engineering Division, 110 S. Pine Street, Ste. 221, Santa Maria, CA are hereby incorporated by reference.

2.12 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.

2.13 Proposal Format

Submitted 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.

- A. Letter of transmittal
- B. Table of contents
- C. Project understanding
- D. Scope of work
- E. Relevant experience
- F. Proposed Financial Details of program

ATTACHMENTS

Attachment A - Preliminary Needs Assessment

ATTN REV.2006

SECTION 3 - AGREEMENT

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 commercial general liability and automobile 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.	Brett Fulgoni 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 _____, [insert date], at Public Works Department, City of Santa Maria.

NAME OF COMPANY

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

Name
President

Brett Fulgoni
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: - XX

XX

TASK 2: - XX

XX

TASK 3: - XX

XX

TASK 4: - XX

XX

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 "D"

CONSULTANT - FEE SCHEDULE

PERSONNEL CHARGES – Company Name

SAMPLE

Preliminary Needs Assessment

1. Public entrance for customers; raised customer counter with glass, ergonomically designed to allow employees to sit or stand throughout the day.
2. Private Offices Semi private offices; ADA compliant. Would also like room for future growth.
3. Data drops for computers, telephones, copiers, and printers.
4. Conference Room to hold meetings.
5. Counter space to prep documents in or close by copy/print work room.
6. Office supply / Stationary room (including room for envelopes) in or near copy/print work room.
7. Area for recycle bins on wheels.
8. Meeting room for internal/external customers or auditors.
9. Area for file cabinets and plan sets.
10. Dedicated breakroom: coffee maker, microwave, refrigerator, tables, chairs etc.