
City of Santa Maria



REQUEST FOR PROPOSALS

On-Call Architectural and Structural Engineering Professional Services

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

SUBMITTAL: Five (5) copies must be received on or before 4:00 p.m., Friday, December 16, 2022, with one (1) copy the consultant's schedule of fees submitted in a separate sealed envelope.

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

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Table of Contents

REQUEST FOR PROPOSALS	1
SECTION 1 - INSTRUCTIONS AND CONDITIONS	2
1.1 Project Description	3
1.2 Information	4
1.3 Important Notice	5
1.4 Definitions	5
1.5 Contracting Agency	6
1.6 Legal Responsibilities	6
1.7 Business Tax Certificate	6
1.8 Withdrawal of Proposals	6
1.9 Rejection of Proposals	7
1.10 Evaluation	7
1.11 Pricing Guidelines	8
1.12 Proprietary Information	8
1.13 Tentative Selection Schedule	8
SECTION 2 – PROJECT OVERVIEW	10
2.1 Introduction	11
2.2 Term of Contract	11
2.3 Scope of Work	11
2.4 Selection and Evaluation Factors	11
2.5 Inquiries	13
2.6 Contract Incorporation	13
2.7 Negotiations	13
2.8 Proposal Format	13
SECTION 3 - AGREEMENTS	14
SECTION 4 – ATTACHMENTS	25

PUBLIC NOTICE

REQUEST FOR PROPOSALS

Request for Proposals (RFPs) must be received by the Public Works Department, no later than 4:00 p.m., December 16th, 2022.

Geotechnical Engineering and Materials Testing Services

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

No qualified disabled person shall, on the basis of disability, 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 1st day of November 2022 at Santa Maria, California.

By: Thomas Korman, P.E., P.L.S. Principal Civil Engineer

City of Santa Maria, California

Publication Date: November 1, 2022

**SECTION 1 - INSTRUCTIONS AND
CONDITIONS**

1.1 Project Description

The City of Santa Maria ("City") is seeking proposals from qualified firms or individuals to provide On-Call Civil Architectural and Structural Engineering Services. The City is a charter city located in the County of Santa Barbara. The scope of on-call architectural and structural engineering work shall include, but not be limited to, the full range of services typically required to perform architecture and structural engineering services within the City. This RFP is subject to the requirements of Page G-9 of the Purchasing Guidelines for the City of Santa Maria. This solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

The City is seeking professional architectural and structural engineering services for mid-size projects with a focus on renovations and modifications to existing facilities, including but not limited to: office buildings, community center, outdoor park structures, and site work. In addition, the City is seeking Architectural services specializing in the preservation and rehabilitation of California's historic structures and fully versed in the Secretary of the Interior's Standards as well as, the State of California's Historical Building Code and their implications on individual projects.

Proposals will be considered only from Consultants who can demonstrate the following minimum qualifications:

1. Consulting firm is licensed to practice architecture in the State of California, and is able to effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California.
3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act / Facilities
4. Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context.
5. Transition Plans, federal, state and local by-laws as applicable.
6. Firms shall be able to meet the schedule set by City of Santa Maria Department of Public Works

The selected consultant will provide the full range of services including the performance of various capital projects or other public works related projects within the City.

Task orders will be created under a Master Agreement and may include, but are not limited to, work within the public right-of-way, parks, buildings and grounds or to act as an extension of City staff.

Tasks may consist of full design, from conception to construction, or be of a very limited nature.

Each task will be based upon an agreed upon scope, schedule, and “not-to-exceed” cost.

An individual task order will be created under this Master Agreement for the completion of each task.

Terms of Work:

- A. The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed three (3) years.
- B. The aggregate not-to-exceed fee for all tasks provided during the initial two-year term of the Agreement shall be \$300,000.00. No task may be awarded pursuant to this contract that exceeds \$75,000. Tasks estimated to cost over \$75,000 require a separate RFP.
- C. During the course of the Agreement the City will identify tasks and ask the Consultant to prepare a task proposal, which, at minimum, will include:
 - a. scope of work
 - b. schedule, and
 - c. “not-to-exceed” cost based on the scope of work, with a hard not to exceed cost of \$75,000 per task as indicated in Section 1.1B.

A Notice to Proceed will be issued by the City for each task under this Agreement.

- D. All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the Consultant shall become the property of the City, with all rights of ownership, including copyrights and reproduction of the same.

1.2 Information

Five (5) copies must be received on or before 4:00 p.m., Friday, December 16, 2022 with one (1) copy the consultant's schedule of fees submitted in a separate sealed envelope.

For hand delivery, or UPS/FedEx delivery, please use the following address:

City of Santa Maria
Public Works Department – Engineering Division

*110 S. Pine Street, Ste. 221
Santa Maria, CA 93458*

Note: City Offices are closed on Friday, therefore, City staff will not be available to sign a UPS/FedEx delivery on Friday, December 16th. For hand delivery, please schedule your hand delivery no later than Thursday, December 15, 2022.

For Mailing using the United States Postal Service, please use the following address:

*City of Santa Maria
Public Works Department – Engineering Division
110 S. Pine Street, Ste. 101
Santa Maria, CA 93458*

Unless otherwise directed, all communications regarding this Request for Qualifications should be directed to Thomas Korman, P.E., P.L.S. Principal Civil Engineer, via email at tkorman@cityofsantamaria.org.

Any revisions to the Request for Proposal will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. 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. Proposers 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, the City will attempt to notify all prospective consultants. However, it will be the responsibility of each prospective consultant, prior to submitting its proposal, to contact Thomas Korman, P.E., P.L.S. Principal Civil Engineer (tkorman@cityofsantamaria.org) with the City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, (805) 361-9291, to determine if addenda were issued, and to make such addenda a part of their 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 subconsultant or vendor at any tier who shows that it has a substantial economic interest in a provision of 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. "Request for Proposal" 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 project manager of the City of Santa Maria.

1.5 Contracting Agency

The City of Santa Maria will administer the contract resulting from this Request for Qualification.

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 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.

1.8 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 City of Santa Maria Project

Manager. 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.

1.9 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.

1.10 Evaluation

Evaluation and selection of statement of qualifications will be based on the qualifications and evaluation criteria outlined in the RFP request. 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 statement of qualifications, 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 RFP 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. The proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when statement of qualifications 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 service of any consultant 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 submission, or at any point in the evaluation process, including any interview conducted, is grounds for rejection of the proposal. 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 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 proposal of any consultant 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 statement of qualifications 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.

1.11 Pricing Guidelines

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

1.12 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.

1.13 Tentative Selection Schedule

Issuance of RFQ	November 1, 2022
Question Submission deadline	4:00 p.m., December 2, 2022

Submission deadline	4:00 p.m., December 16, 2022
Council Award of contract	January 3, 2023 (tentative)

SECTION 2 – PROJECT OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Santa Maria, Public Works Department, invites perspective consultants to submit Proposals to perform on-call Architectural and Structural Engineering Professional Services.

If used, subconsultant qualifications should be listed and the Public Works Department would like to see subconsultant key staff individual resumes, their placement on the organization chart, and subconsultant firm project experience.

2.2 Term of Contract

The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed two (2) years.

2.3 Scope of Work

See Section 4, Attachment A – Scope of Work.

2.4 Selection and Evaluation Factors

Successful consultants shall be selected by the City of Santa Maria on a rational basis. Evaluation factors outlined below shall be applied to all eligible responsible and responsive proposers in comparing proposals.

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

A. Evaluation Criteria. An evaluation committee of City staff personnel will review and evaluate all proposals received by the due date based on the following criteria:

- a. Ability to Design an Approach and Work Plan to Meet the Project Requirements. An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Work into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and

money or increase the benefits or effectiveness of the proposed work; the demonstrated ability to work with governmental bodies; and a full understanding of applicable laws or regulations that relate to the project.

- b. Ability of the Proposer to Carry Out and Manage the Proposed Project. An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.
 - c. Staff: An assessment of the perceived ability of each organization to devote the necessary human resources and management attention to the project. Do the qualifications of key personnel to be assigned to the project coincide with project's requirements? Do assigned personnel and subconsultant personnel have requisite education, experience, and professional qualifications and licenses?
 - d. Familiarity with Locality: Does the firm have familiarity with the City required to successfully complete the project? How close are the firm's permanent offices to the Santa Maria Valley?
 - e. Willingness to Comply with the Proposed Agreement Terms. A sample agreement is attached as Section 3. Proposals will be rated based on any exceptions taken to the proposed agreement.
 - f. Reputation: Are the firm's references from past clients and associates favorable; and, does the firm show financial and operational stability?
- B. Procedures
- a. At the completion of the review process, proposers will be ranked based on the Evaluation Criteria described in section VIII.A above. The City will select the highest ranked firm or, at City's option, the most highly qualified firms will form a "shortlist."
 - b. Should the City elect to establish a "short list," firms on the short list may be asked to formally present their proposal in Monterey or via remote teleconferencing and respond to interviewer questions. The interview panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer. Following presentations/interviews, the evaluation committee will complete its ranking.

- c. Upon completion of the rankings, fee negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused, and the fee schedule of the next highest ranked firm will be negotiated.
- d. It is anticipated that any award of an agreement for services will be made by the City Council within 90 days of proposal submission.

2.5 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 written communication. Failure to adhere to this requirement could render the proposal non-responsive. All inquiries shall be directed to Thomas Korman, P.E., Principal Civil Engineer, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, via email at tkorman@cityofsantamaria.org.

2.6 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.

2.7 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.

2.8 Proposal Format

Submitted Statement of Qualifications must follow the format outlined in Section 4, Attachment B – Proposal Requirements and all requested information must be supplied. Failure to submit a complete Statement of Qualifications in the required format shall be considered non-responsive.

Consultants must submit a Statement of Qualifications limited to a maximum of twelve, double-sided pages exclusive of cover letter, resumes, and references.

SECTION 3 - AGREEMENTS

AGREEMENT FOR PROFESSIONAL SERVICES

On-Call Consultant Services

This Agreement is made on DATE, by and between, a NAME California Corporation (“Contractor”) and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

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

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

WHEREAS, City has requested the Contractor to provide manpower to complete the Project; and

WHEREAS, Contractor is registered or licensed in California to perform desired services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**
 - 2.1 **Term and Termination.** The term of this contract is until 11:59 p.m. on June 30, 2024., beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.
 - 2.2 **Services to be Performed.** Contractor shall determine the method, details and means of providing on-call consultant services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”
 - 2.3 **City’s Duties.** City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.
 - 2.4 **Payment.** Payment terms under this Agreement are listed in Exhibit “B.”
 - 2.5 **Insurance.** Contractor shall provide insurance as listed in Exhibit “C.”
 - 2.6 **Exhibits.** Exhibits “A,” “B,” and “C” are attached and incorporated.

3. Contractor's Obligations.

- 3.1 Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor'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.
- 3.2 Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.
- 3.3 Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement. Consultant (as a business entity, including its employees) is a "design professional" as defined by California Civil Code section 2782.8(c)(3). [Include highlighted text if Consultant is a "design professional."
- 3.4 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 or the acts or omissions of an employee, agent or subcontractor of the Consultant. or the acts or omissions of an employee, agent or subcontractor of the Consultant. 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. [DELETE highlighted text and replace with "(including its employees") if the Consultant is a design professional]

4. Miscellaneous

- 4.1 Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:

To Contractor:

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective

date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

- 4.2 Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.
- 4.3 Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.
- 4.4 Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.
- 4.5 Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.
- 4.6 Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.
- 4.7 No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.
- 4.8 Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.
- 4.9 Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.
- 4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

NAME of COMPANY

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

NAME
TITLE

Brett Fulgoni
Public Works Director

ATTEST:

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Risk Manager

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Santa Maria, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Geotechnical Engineering and Materials Testing Services dated _____ (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated [insert date] (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal (Exhibit "D");
- 3) the Consultant's proposal (Exhibit "E").

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Contractor to generate the not-to-exceed cost of **\$300,000 per contract and \$75,000 per assigned task.**

II. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit B1, B2, B3, etc.

III. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Contractor shall present the bill for charges by the second day of the month.
- C. The Contractor's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subcontractors, and other direct costs incurred.

IV. Maximum billable amounts

Under no circumstance shall the total of all payments to the Contractor 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" or any Assigned Task.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract 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 Consultant 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 Consultant.

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 Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of and Employer's Liability Insurance. 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.
5. Cyber Liability Insurance, Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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.
6. Cyber Liability- \$2,000,000 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 Consultant'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

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

SECTION 4 – ATTACHMENTS

ATTACHMENT A – SCOPE OF WORK

Architectural and Structural Engineering

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform geotechnical engineering and testing services on the project types listed above include but are not limited to:

1. **Building Design:** Professional and efficient development of new construction or renovation plans that successfully resolve a client's space planning and design requirements.
2. **Facility/Building Analysis/Existing Conditions Report:** Evaluation of an existing building including components such as walls, windows, roofs, floor plans, room layouts, building science audits and equipment resulting in a summary report of the findings.
3. **Code Analysis:** Project-specific review of applicable codes including building codes, accessibility standards, energy standards, local zoning ordinances, land use plans, and other regulations.
4. **Energy-Efficiency Assessments:** Review of building components, insulation levels, heating and lighting systems, and operational features to assess current performance levels and opportunities for energy savings.
5. **Feasibility Study with Cost Estimating:** A report outlining options and associated costs for potential solutions to a stated project goal, for example, change of use for an existing structure. Often includes basic drawings or sketches explaining the solutions.
6. **Space Planning:** Graphic study showing arrangement of spaces, room layouts, and activities making up a floor plan. Studies will show room dimensions, shapes, number and types of spaces, and relationships (adjacencies) for all desired spaces. Multiple arrangements can be developed and evaluated for efficiency and functional success.
7. **Site Planning:** Development of site plan options showing boundary lines, potential development boundaries, building location(s), pedestrian access, sidewalks, parking, landscaping, lighting, surrounding context and other features.
8. **Permitting:** Production of drawings and permit applications necessary to submit for zoning or building permits. May include formal presentations to review boards or informal negotiation with regulators, zoning/planning administrators, fire marshals, and other officials.
9. **Contractor Selection/Construction Administration Assistance:** Professional and experienced assistance with the selection of qualified General Contractors or Construction Managers. This may include the preparation of competitive bid packages, review of bids, recommendations for award of bids, preparing owner-contractor agreements, and construction administration.
10. **Creative, Artistic & Technological Design:** Imaginative, functional and aesthetic solutions to a client's stated needs. Assistance with envisioning new, creative solutions to problems that have been difficult to solve.

Other services provided by architects:

- Historic preservation research, evaluation and design
- Existing building measurement; preparation of existing building drawings
- As-Built record drawings documenting existing or recently completed work
- Master planning research and analysis
- Cost estimating related to design options
- Project information surveys
- Design team and process/integration management
- Conceptual design and regional/cultural context
- Sustainability and energy use/production analysis and design
- Water and wastewater use analysis and design
- Project programming, pre-design planning
- Rating system (LEED, WELL, Passive House, etc.) coordination and management
- Space utilization, functionality, economic and pre-design analysis
- Indoor air quality and interior analysis
- Interior design
- Accessibility reviews and design
- Site selection, studies and design
- Land use analysis and design
- Landscape design
- Specifications writing, bid package preparation
- Consultant coordination and management
- Construction administration, time, cost and quality management
- Public hearing and data collection assistance
- Contractor bidding, negotiation, contract and process assistance to the owner
- Project-related public agency coordination and management
- Illustration rendering and 3D design modeling

ATTACHMENT B – PROPOSAL REQUIREMENTS

- A. Proposals shall be a maximum of 30 individual pages (i.e. 15 double-sided, 30 single-sided, or a mix thereof for a total of 30 individual pages).
- B. All proposals shall include the following minimum information:
- a. Cover letter of interest. Please identify the location of the key individuals who will be assigned to work on this agreement.
 - b. Firm Background. Brief description of your firm's history, capabilities, and target markets.
 - c. Management and Team Members. Provide a description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job. Include relevant experience of the team members who will be assigned to the project.
 - d. Subconsultants. A list of subconsultants to be used, if any, and their expertise as called for in Item 1, above.
 - e. Scope of Work. A description of methodology, techniques, and procedures for each of the scope of work items with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. If appropriate, tasks should be organized into phases constituting measurable deliverables.
 - f. Organization Qualifications. Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the organization is committed during the time frame of this project should also be provided. Include the staff resources devoted to those projects and the status of the projects.
 - g. Project Experience. Describe at least three specific projects that the firm and proposed key personnel have worked on within the past five years, including client contact names, telephone numbers, and email addresses. If your firm has completed similar projects without the involvement of the proposed key personnel, please note this in your proposal.

- h. Sample Plans. Provide sample plans completed recently for a public agency (2 sheets maximum, 11"x17" maximum size sheet).
- i. Project Management. Provide a description regarding how work is scheduled, prioritized, and what structures are in place to ensure your firm meets project time lines.
- j. References. Provide at least three (3) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

Your proposal should elaborate on all services your firm offers, even if not specifically asked for in this RFP. If appropriate, identify the number of staff assigned to each of the service areas and summarize their individual qualifications.

C. Fee Schedule

A fee schedule shall be submitted as a part of this RFP in a separate sealed envelope.

Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services.

Fees submitted may be used as a basis of negotiation with the successful consultant.

Include an hourly rate for each category of employee (i.e., Principal, Technician, etc.) and fees for applicable direct costs (blueprint, reproduction, etc.).

No "mark-up" will be allowed for direct costs.

If applicable, per diem shall be billed at a maximum of the GSA rate and mileage shall be billed at the IRS mileage rate in place at the time of billing.

No "mark-up" will be allowed for per diem or mileage. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.