CITY OF GOLETA
REQUEST FOR PROPOSAL
Environmental Services for Fire Station 10

Date Issued: April 11, 2017
PROPOSALS DUE: May 11, 2017 by 5:00pm

Issued By:
City of Goleta
Neighborhood Services & Public Safety Department
Contact: Claudia Dato, Senior Project Manager
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Phone: (805) 961-7554
Fax: (805) 961-8084
PROJECT TITLE: Fire Station 10

LEAD AGENCY NAME & ADDRESS:
City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA 93117

CONTACT PERSON & PHONE NUMBER:
Claudia Dato, Senior Project Manager, City of Goleta Neighborhood Services & Public Safety Dept.
cdato@cityofgoleta.org Phone: (805) 961-7554

APPLICANT: City of Goleta

The City requests proposals from qualified firms for various environmental services described herein for the Fire Station 10 project:

- Update the previous Initial Study (IS) that lead to a Mitigated Negative Declaration (MND) for this project’s site selection;
- Preparation of a Focused EIR;
- Mitigation Monitoring and Reporting Plan;
- CEQA Addendum to the General Plan/Coastal Land Use Plan (GP/CLUP) Final Environmental Impact Report (FEIR) to address the potential environmental effects of requested General Plan Amendments, if necessary.

This RFP provides background on the subject project and outlines the requirements for submitting proposals.

The City has already determined that a Focused EIR should be prepared and has tentatively identified the scope to include the following subject areas:

Potential Topics for Study within a Focused EIR
Aesthetics
Archaeological/Cultural Resources
Biological Resources
Geology/Soils
Hazards/Hazardous Materials
Land Use
Noise
Public Services
Traffic

Topics to potentially be Scoped Out
Agricultural
Air Quality/Greenhouse Gases
Hydrology
Mineral Resources
Population/Housing
Public Utilities
Recreation
Upon completion of the updated IS for the project, the City will make a final determination as to the initial scope of the Focused EIR based on the IS findings and public input received at a Public Scoping Meeting.

It should be noted that a number of technical studies have already been prepared for the project/site. It is expected that a peer review of the data and conclusions will be part of the services rendered. The existing documents include:

- Initial Study and Proposed Final Mitigated Negative Declaration for Fire Station 10 Conceptual Site Feasibility/Site Selection Plan, November 2010
- Phase 1 Archaeological Resource Survey prepared by Macfarlane, May 29, 2010
- Supplemental Extended Phase 1 Archaeological Investigation by Dudek, December 2015
- Biological Assessment by Watershed Environmental, June 24, 2010
- Biological Assessment by Watershed Environmental, July 25, 2016
- Site Closure Summary Report for Chevron Former Service Station by Holguin, Fahan & Associates, Inc., June 13, 2012 and additional documents pertaining to remediation of former underground fuel tanks
- Presentation for March 2017 Community Meeting

Please email cdato@cityofgoleta.org to obtain copies of the above studies.

**PROJECT DESCRIPTION**

**Location:** The project site is located at 7952 Hollister Avenue (APN 079-210-075), at the northeast corner of the Hollister/Cathedral Oaks intersection. The site is essentially flat and covered with grasses, shrubs and eucalyptus and other trees. The northern side of the property has a 35-foot high slope that descends to the north towards the Union Pacific Railroad property and train tracks at a gradient of approximately 1:1 (horizontal:vertical). The slope has been subjected to severe erosion. The property line between the Fire Station #10 site and the Union Pacific Railroad property is located mid-slope. Site soils consist of a thin layer of undocumented fill and or native soil mantling marine terrace deposits to the depths explored.

![Figure 1 - Vicinity Map](image-url)
1. **General Plan and Zoning:** The existing General Plan land use designation is Visitor Serving Commercial (C-V). The zone designation is Limited Commercial (C-1).

2. **Site Description:** The project site is bordered on its northern side by the Union Pacific Railroad (UPRR) tracks and right-of-way corridor followed by US Highway 101; on its eastern side by an approximately 14½ acre, 101 unit residential development called the Hideaway, on its south by Hollister Avenue and the Sandpiper Golf Course, and on its west by the Cathedral Oaks Overcrossing and the south-bound onramp to U.S. Highway 101. The site is located within the Coastal Zone.

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Site Information</th>
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</thead>
<tbody>
<tr>
<td><strong>Existing General Plan Land Use Designation</strong></td>
<td>Visitor Serving Commercial (C-V)</td>
</tr>
<tr>
<td><strong>Zoning Ordinance, Zone District</strong></td>
<td>Coastal Zone District: Limited Commercial (C-1)</td>
</tr>
<tr>
<td><strong>Site Size</strong></td>
<td>1.21 acres</td>
</tr>
<tr>
<td><strong>Present Use and Development</strong></td>
<td>The site is currently undeveloped (former gas station).</td>
</tr>
<tr>
<td><strong>Surrounding Uses</strong></td>
<td></td>
</tr>
<tr>
<td>North:</td>
<td>Union Pacific Railroad (UPRR) Train Track and U.S. Highway 101</td>
</tr>
<tr>
<td>West:</td>
<td>Cathedral Oaks Overcrossing</td>
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<tr>
<td>East:</td>
<td>The Hideaways Townhouses (101 Units)</td>
</tr>
<tr>
<td>South:</td>
<td>Sandpiper Golf Course</td>
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<tr>
<td><strong>Access</strong></td>
<td></td>
</tr>
<tr>
<td>Primary:</td>
<td>Hollister Avenue</td>
</tr>
<tr>
<td>Secondary:</td>
<td>-</td>
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<tr>
<td><strong>Utilities and Public Services</strong></td>
<td></td>
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<tr>
<td>Water Supply:</td>
<td>Goleta Water District</td>
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<tr>
<td>Sewage:</td>
<td>Goleta West Sanitary District</td>
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<tr>
<td>Power:</td>
<td>Southern California Edison</td>
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<td>Natural Gas:</td>
<td>Southern California Gas Company</td>
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<td>Cable:</td>
<td>Cox Communications</td>
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<tr>
<td>Telecom:</td>
<td>Verizon, Qwest, AT&amp;T, Level 3</td>
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<tr>
<td>Solid Waste:</td>
<td>Marborg Industries</td>
</tr>
<tr>
<td>Fire:</td>
<td>Santa Barbara County Fire Station #11</td>
</tr>
<tr>
<td>School Districts:</td>
<td>Goleta Unified and Santa Barbara High School Districts</td>
</tr>
</tbody>
</table>

3. **Proposed Development**

**Construction:** The City is proposing to construct a single-story, three apparatus bay fire station of approximately 11,600 square feet. The project will include a bifurcated above-ground fuel tank (250 gallon gasoline and 1,000 gallon diesel), an emergency generator, and outside hose drying racks. The project will also include a public parking lot with seven spaces (closest to Hollister Avenue), employee parking for nine spaces, and a community room/training room with a 30 person capacity. Due to ongoing erosion of the northerly slope, the geotechnical solution preferred by the City is a pile wall at the mid-slope property line and the placement of fill behind it in order to obtain additional buildable space.
Although all work will occur inside the boundaries of the site, UPRR will need to review plans to ensure their right-of-way and train tracks will not be impacted by construction associated with the Fire Station and slope stabilization.

Preliminary Plans, prepared by Kruger Bensen Ziemer (KBZ) Architects, March 2017:
Grading: Estimated preliminary earthwork quantities are estimated at 1,350 cubic yards of cut and 2,250 cubic yards of fill with 900 cubic yards of import and no export required.

Access: Vehicular access will be off Hollister Avenue.

Utilities: Water would be provided by the Goleta Water District. The Goleta Water District has indicated it will serve the proposed project based on historic water credits and a reclaimable meter associated with the former gas station. Sewer would be provided by the Goleta West Sanitary District.

PRELIMINARY LIST OF REQUIRED ENTITLEMENTS

City of Goleta General Plan Amendment: To facilitate development of the proposed fire station, a General Plan Amendment is required to change the General Plan Land Use Designation from Visitor-Serving Commercial (C-V) to Public/Quasi-Public (P-S). The EIR will need to include an analysis of the conversion of C-V designated property to the Public/Quasi-Public land use designation given the visitor-serving goals under the California Coastal Act.

City of Goleta Rezone: The Rezone is proposed from Resort/Visitor Servicing Commercial (C-V) to Professional and Institutional (PI). The Rezone would be consistent with the proposed General Plan Amendment Land Use Designation change.

City of Goleta Development Plan: A Development Plan would regulate all aspects of the project.

Hollister Avenue Excess Right-of-Way (ROW) Abandonment: The project includes an abandonment of excess ROW along the north side of Hollister Avenue adjoining the subject property. The City is still investigating the legal status of the Hollister Avenue ROW. It is possible that a lot merger may be needed if the ROW is in fee status rather than an easement. This action will require a finding of consistency with Government Code 65402 by the City of Goleta Planning Commission. This process will also require the reconveyance of easements to the affected utilities.

Coastal Development Permit (CDP): The subject property is located in the City’s Coastal Zone and therefore the proposed fire station will require a Coastal Development Permit to be issued by the California Coastal Commission. The EIR analysis will need to include consideration of the CDP process and associated requirements.

APPROVAL REQUIRED BY OTHER PUBLIC AGENCIES

Goleta Water District
Goleta West Sanitary District
Santa Barbara County Fire
Regional Water Quality Control Board
Union Pacific Railroad
PREVIOUS REVIEW

1/19/10 - City Council:
The City Council approved a Final Mitigated Negative Declaration (10-MND-003) and officially designated the subject site for development of Fire Station 10. The staff report for this meeting and attached resolutions provide good background on the project and details about the environmental review of the site selection.

1/19/16 - City Council:
The City Council approved a Memorandum of Understanding (MOU) and a Lease Operating Agreement with the County of Santa Barbara for development, funding and future operation of Fire Station 10. The staff report for this meeting and attached agreements provide good background on the project and details about the scope of the design.

Community Meetings: Two community meetings were held on November 17, 2016, and March 16, 2017, to obtain feedback from the community on the preliminary design of the project.

SERVICES REQUESTED

1. Preparation of Project Description and Update of 2010 CEQA Initial Study
   Consultant shall prepare a project description and an updated Initial Study Checklist and conclusions. Provide cost related to the update of the Initial Study.

2. Preparation of an EIR
   Provide cost related to preparation of a focused EIR with the following criteria:
   - Preparation of the Administrative Draft EIR, including graphics, peer review of designated studies and documents, summary of relevant current national, state and local regulations, and analysis of scoping comments.
   - Preparation of the Draft EIR based on input and direction from City of Goleta staff and three project alternatives, including the "No Project" alternative and two alternatives provided by the City.
   - Preparation of Responses to Comments and corresponding revisions to Draft EIR.
   - Revisions to the Final EIR based on input and direction by the City.
   - Preparation of the Mitigation Monitoring and Reporting Plan.

   City staff will complete the required noticing and distribution of the Draft and Final EIRs.

3. Cumulative Projects: A list of current projects provided by the City shall be used in the analysis of cumulative impacts. The consultant shall create a map identifying the location of all cumulative projects on the list.

4. Meetings: The consultant shall budget for a kick-off meeting and a sufficient number of additional meetings to address the EIR process.

5. Hearings: The consultant shall budget for a sufficient number of public hearings, including at a minimum hearings with the Environmental Review Officer, Planning Commission, City
Council and Coastal Commission for consideration of the draft EIR and final EIR, as applicable. The consultant shall also assist in preparing graphic materials (maps, power point, etc.) and presentations for public hearings. Public meeting presentations by the consultant should include topical experts where appropriate. Proposals should specify the cost that would be charged for any additional public meetings that may be required over and above the five anticipated above.

6. **Provision of documents**: The following number of EIR documents shall be provided as follows:

   a. Administrative Draft EIR: Five bound hard-copies, one CD and one copy on File Transfer Protocol (FTP) or similar site
   b. Draft EIR: Up to 15 bound hard-copies and 20 CDs
   c. Administrative Final EIR: Five bound hard-copies, one CD and one copy on FTP or similar site
   d. Final EIR: up to 25 bound hard-copies and up to 20 CDs

The City will provide direction to the consultant in the preparation of all environmental analyses and documents for the Project as well as the responses to comments. The City will also have sole responsibility for determining the adequacy of the analyses, documents and responses prepared by the consultant.

It is expected that each draft document will be a finished, high-quality document that will not require extensive revision. The consultant should expect a minimum of two rounds of review by the City.

The consultant will be responsible for producing each version of the environmental document and any supporting documents. Also, consultant shall be capable of communicating by e-mail and to transmit documents electronically, using a format compatible with Microsoft Word and Adobe Acrobat on PC platforms.

The consultant will also be responsible for a Notice of Preparation (NOP) and Notice of Completion (NOC). Public notices for hearing and meetings will be prepared and distributed by the City.

**CEQA ADDENDUM TO THE GP/CLUP FINAL IMPACT REPORT**

**Addendum Requirements**: The Addendum shall evaluate the potential environmental effects of a General Plan Amendment, as described above, containing all of the required environmental analysis for each of the topical areas contained in the City’s CEQA Guidelines and Appendix G of the State CEQA Guidelines. The General Plan/Coastal Land Use Plan FEIR, Final Supplemental EIR, certified Addenda, and all mitigation measures shall be incorporated by reference into the provisions of the addendum.

**SERVICES REQUESTED FOR ADDENDUM**

1. **Preparation of a Project Description**
   - Consultant shall prepare a project description based on the information provided by the City and the Applicants.
2. **Addendum Production:**

- Preparation of a Screen check Draft Addendum to the General Plan/Coastal Land Use Plan FEIR including appendices, graphics and exhibits required to support the analysis. Addendum shall include an explanation supporting the decision not to prepare a subsequent EIR pursuant to CEQA Guidelines Section 15162.
- Preparation of a Final Addendum based on a single set of comments from the City.

In accordance with CEQA Guidelines Section 15164(c), an addendum need not be circulated for public review. The City Planning Commission and City Council will review the addendum concurrently with the review of the project MND or EIR.

**CONTENTS OF PROPOSAL**

1. **General Information:** In general, proposals should include at a minimum the following information in a sectionalized format:

   a. **Proposal Summary:** This introduction should include your understanding of the project and the key environmental issues, summarize your approach to the scope-of-work, and identify all key partners, subcontractors or other members of your project team.

   b. **Personnel and Project Management:** Describe the organization of the proposed project team with a chart including positions, responsibilities and reporting relationships for all of the people assigned to the project. Identify key personnel and subcontractors for each discipline and specify their responsibilities. If the contract manager and project manager are separate individuals, identify and explain roles and responsibilities. Once the contract is awarded, neither the project manager nor any of the other key personnel identified in your proposal may be reassigned or replaced without prior written approval by the City planning staff.

   c. **Qualifications and Experience:** Identify professional references and statement of qualifications of your firm and each member of the team, including subconsultants, to perform each of the tasks and services discussed in the scope-of-work. Please provide the name and phone number of appropriate client references for whom similar projects were performed, ideally within the last five years. The proposal should describe in detail your team’s experience in managing projects with similar complexity, magnitude, and principal issue areas. Please include your experience working on projects located in the Coastal Zone and your experience analyzing projects requiring a Coastal Development Permit issued by the California Coastal Commission. Include a brief biography or resume of sub-consultant specialists relevant to their particular issue area. Please describe at least three projects that you believe represent the strength of your team’s design, analytic and problem-solving capabilities, including at least one that involved a Coastal Development Permit issued by the Coastal Commission. The City may request to see an example of a subconsultant’s finished product (i.e., photosimulations, technical reports, etc.).

   d. **Schedule:** Provide a chart that outlines the time frame for each task and sub-task and allocation of personnel to complete each task. This project is a high priority for the City so efficiency and timing will be a key consideration. The schedule should include assumptions for City staff review. The City is interested in the length of time it takes the consultant to perform/prepare each task, and the overall time frame expected.
e. **Cost Quotation and Budget Summary:** This contract will be restricted to a not-to-exceed price. Please provide a quotation of that amount but do not include more than a 10% contingency amount in the total bid proposal. In addition to the not-to-exceed quotation, the cost proposal and itemized budget should include the following for each task or project area:

- The estimated total hours per staff per task.
- Applicable billing rates.
- Administrative, overhead and other expenses.
- Total estimated costs.

Provide a breakdown of cost for the Updated Initial Study, Focused EIR, and CEQA Addendum.

f. **Professional Services Agreement:** Provide a statement that the firm has reviewed the Standard Professional Services Agreement (see page 13) and that your firm will be able to provide the required insurances in the amount, types, and endorsements. Alternatively if there are provisions within the City’s Standard Contract including insurance requirements, that your firm does not want to agree to, please indicate what provisions those are and why, and what substitution your firm would suggest.

**SUBMITTAL OF PROPOSALS**

The proposal must be signed by an official authorized to commit your firm, along with a statement that the contents, including the not-to-exceed cost that you quote in it, will remain effective for a period of not less than ninety (90) days from the proposal due date.

Five copies and one CD of the proposal should be received by the City (not just postmarked) no later than 5:00 p.m. on Thursday, May 11, 2017. Proposals should be addressed to the City of Goleta, Neighborhood Services & Public Safety Department, 130 Cremona Drive, Suite B, Goleta, California, 93117.

Please contact Claudia Dato, Senior Project Manager, if you have any questions:
Email: cdato@cityofgoleta.org
Phone: (805) 961-7554
Fax: (805) 961-8084

**EVALUATION & SELECTION**

In responding to the RFP, consultants are expected to have extensive experience with CEQA and have the personnel depth and other resources to prepare a high quality EIR on an expedited basis. Consultants are to be reasonably accessible to the City and have excellent project management skills. They will demonstrate the capability to engage qualified subcontractors or other consultants on various aspects of the project. Consultants shall offer strong public hearing presentation skills. Consultants shall be available to start in June 2017.

In selecting the consultant or project team, the following factors will be considered in evaluating the proposals:
Request for Proposal
Fire Station 10 Project
April 10, 2017

- Quality of the proposal
- Understanding of the Project
- Expertise with CEQA
- Experience conducting environmental analysis of coastal development
- Thoroughness and comprehension in addressing the Scope of Work
- Experience of the firm and its project team with similar projects/environmental issues
- Qualifications of the project manager and key staff
- Report writing, graphic and technical abilities
- Cost effectiveness
- Timely schedule
- The firm’s willingness and ability to work closely with City staff

ADDITIONAL INFORMATION

All responses to this Request for Proposals will become the property of the City of Goleta. All data, documents, and other projects used or developed during the project will remain the property of the City or in the public domain upon completion of the project.

The RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of the firm’s proposal. The City reserves the right to modify or cancel this Request for Proposals in part or in its entirety and to accept or reject any or all of all proposals received if they do not meet the minimum requirements of this RFP. The City also reserves the right to negotiate with the selected firm to revise the work program, if necessary, including modifying the choice of sub-consultants or project team members, to more closely match City needs.

If your firm is awarded the contract, your services (as well as those provided by other members of the team) will be subject to the terms of the Standard Agreement for Professional Services of Independent Contractor, which is attached to this RFP. Unless the parties agree otherwise at the time the contract is signed, payment under the Agreement shall be made according to the exhibit marked "Periodic Compensation at Selected Milestones." Consultants should review the terms of the Agreement to ensure that the proposal is consistent with its provisions and include in the proposal an acknowledgement of acceptance of those provisions, including requirements for indemnification and insurance. If the consultant takes exception to any of the terms, such concerns or exceptions must be expressly stated in the proposal. Please note in particular the terms that relate to nondiscrimination and to news release and other media contacts.
STANDARD
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
(Insert Name of CONSULTANT or CONTRACTOR)

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this ____ day of Month, 20___, by and between the CITY OF GOLETA, a municipal corporation (herein referred to as "CITY"), and ______ (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that it is sufficiently experienced and capable of providing the services agreed to herein and is sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was recommended for award based on _______; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this _____ day of Month, Year, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT pursuant to Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional services in conjunction with ______. Services shall generally include ______, as more particularly set forth in the Scope of Work, attached as Exhibit ______ and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit ______ as follows:
3. **COMPENSATION AND PAYMENT**

   **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of $ (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

   Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until , after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

   **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. **EXTRA SERVICES**

   CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. **CITY PROJECT MANAGER AND SERVICES BY CITY**

   The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is . Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

   *(Delete following line if no CITY services or responsibilities.)*

   CITY shall perform the services defined in Exhibit rÂ« or> as follows:
6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to [Term of agreement should be sufficiently beyond the time needed to complete the services.] unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within calendar days following the notice to proceed according to the following schedule:

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or
subcontractors, or to the owners of CONSULTANT’s firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT’s performance of any activity or work required under this AGREEMENT.

**Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT’s officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT’s officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. **INSURANCE**

CONSULTANT shall, at CONSULTANT’s sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

a) Insurance Services Office Commercial Liability coverage “occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
c) Workers’ Compensation insurance complying with California workers’ compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of $1,000,000 per accident or disease.

d) Professional Liability insurance on a policy form appropriate to CONSULTANT’s profession. Limits shall be no less than $1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.

b) CONSULTANT’s insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.

c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

d) Evidence of coverage (including the workers’ compensation and employer’s liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days’ prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT’s employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a
waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY’s review of CONSULTANT’s report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities
for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT’S work or services. Acceptance of payment shall be any negotiation of CITY’s check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTs for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTs.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT’S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT’S business by any CITY employee or official.
18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM “CITY”

Reference to CITY in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.
25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

27. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT’S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attn: Michelle Greene, City Manager
          City of Goleta
          130 Cremona Drive, Suite B
          Goleta, CA  93117
TO CONSULTANT:

PLEASE NOTE: SIGNATURE PAGE MUST CONTAIN SOME SUBSTANTIVE TEXT—SIGNATURE BLOCKS WITHOUT TEXT WILL BE SENT BACK FOR REVISION.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

IMPORTANT
PLEASE READ BELOW REGARDING SIGNATURE REQUIREMENTS

Contract CONSULTANT signature requirements vary as follows, depending on whether CONSULTANT is conducting business in the capacity of a corporation, limited liability company, general partnership, limited partnership, or as an individual:

- Where the contract is with a CONSULTANT doing business as a corporation, Corporations Code Section 313 requires the contract to be signed by:
  (i) One officer from the corporation's operational group consisting of the chairman of the board, the president, or any vice president; and,
  (ii) One officer from the corporation's financial group consisting of the secretary, or assistant secretary, or the chief financial officer or any assistant treasurer.

- Where the contract is with a CONSULTANT doing business as a limited liability company, the contract should be signed by at least two managers of the limited liability company, or by one manager in the case of a limited liability company whose articles of organization state that it is managed only by one manager.

- Where the contract is with a CONSULTANT conducting business as a general partnership, limited partnership or limited liability partnership the contract should be signed by a least one general partner having apparent authority to enter into the contract on behalf of the partnership.

- Where the contract is with a CONSULTANT doing business in his individual capacity, the contract must be signed by that individual.

Where the contract is with a CONSULTANT doing business as a corporation, limited-liability company, general partnership, limited partnership, or limited liability partnership, the signature lines should always include the typed-in name and title of the person or persons executing the contract on behalf of CONSULTANT, as well as the business name of CONSULTANT.
Where the contract is with a CONSULTANT doing business as an individual, the signature lines need only include the typed-in name of CONSULTANT, as well as CONSULTANT’s business name when CONSULTANT is doing business under a name other than CONSULTANT’s own name.

CITY OF GOLETA

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM

Winnie Cai, Acting City Attorney

CONSULTANT

By:

Title: