



August 8, 2019

**Subject: Request for Qualifications for On-Call Professional Engineering, Environmental and Right of Way Services**

**CITY COUNCIL**

Paula Perotte  
*Mayor*

Kyle Richards  
*Mayor Pro Tempore*

Roger S. Aceves  
*Councilmember*

Stuart Kasdin  
*Councilmember*

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*Councilmember*

**CITY MANAGER**  
Michelle Greene

The City of Goleta, Public Works Department, invites you to submit a Statement of Qualifications (SOQ) to become eligible to perform on-call professional engineering, environmental and right of way services relating to the following disciplines:

- Project Management
- Engineering, including:
  - Engineering Design
  - Drawing and CAD Services
  - Environmental services (may be provided by a subconsultant)
- Geotechnical Engineering and Material Testing
- Traffic Engineering
- Surveying
- Landscape Design
- Environmental Planning and Permitting
- Development Review
- Construction Management, including:
  - Construction Management
  - Inspection
  - Testing (may be provided by a subconsultant)
- Right of Way Services

SOQs should include all information as outlined in Attachment A, Requirements for Statement of Qualifications. Attachment B, Preliminary Description of Services for each discipline is attached for your information. It is not necessary that a firm provide all disciplines as listed above, however firms should specify what services are being proposed on and submit separate SOQs for each discipline.

Placement on the City's pre-approved list of consultants (shortlist) does not constitute a contract nor does it guarantee any award of services or

contracts for work. However, the City does try to allow all consultants on the shortlist some level of participation in projects over the course of the life of the shortlist. The City also reserves the right to go out for any of these services on a project specific basis at any time during the life of the shortlist. The life of the shortlist is anticipated to be approximately three (3) years. Sample consultant agreement and insurance requirements are included as Attachment C. Consultants will be expected to comply with agreement terms and insurance requirements after selection. Concerns regarding these documents must be submitted in writing with the SOQ if they are to be considered.

SOQ's shall be limited to no more than twenty-five (25) pages, including resumes attachments, and required documents. Interested firms shall submit three (3) hard copies and an electronic color pdf of their SOQ for each discipline in a sealed envelope, clearly marked "On-Call Professional Engineering, Environmental and Right of Way Services – Statement of Qualifications [Specify Discipline]" on the outside of the envelope. **SOQs must be received no later than 1:30 p.m., August 29, 2019 at the following address:**

Mr. James Campero, Deputy Public Works Director  
 City of Goleta  
 130 Cremona Drive, Suite B  
 Goleta, CA 93117

An SOQ is considered late if received at any time after 1:30 p.m., Thursday, August 29, 2019. SOQs received after the stated date and time will not be considered and will be returned to the submitting firm unopened and marked "LATE SUBMITTAL."

Firms interested in submitting and RFQ(s) should go to the City of Goleta Website ([cityofgoleta.org](http://cityofgoleta.org)) and click on "City Hall" and then click on "Bid Opportunities" under the Public Works header, and click on "**Request for Qualifications for On-Call Professional Engineering, Environmental and Right of Way Services**".

If you have any questions regarding this Request for Statement of Qualifications, please contact me at (805)961-7561 or [jcampero@cityofgoleta.org](mailto:jcampero@cityofgoleta.org)

Sincerely,



James Campero  
 Deputy Director of Public Works

Attachments:

- A – Requirements for Statement of Qualifications
- B – Preliminary Description of On-Call Professional Engineering and Environmental Services by Discipline
- C – Sample Consultant Agreement and Insurance Requirements

## ATTACHMENT A

Preliminary Description of On-Call Professional Engineering and Environmental Services

# REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Your Statement of Qualifications must be organized in the following format and include the following:

**1. Cover Letter**

**2. Office Location**

List the office location(s) where work for the City will be performed.

**3. Technical Approach**

- a. Describe how Consultant would deliver the services listed for the typical projects. Describe lessons learned in delivering the typical services listed. Consultant is encouraged to indicate any cost saving strategies that the Consultant has had previous success in implementing.
- b. Discuss any potential technical problems that may be encountered during performance of the typical services and describe how consultant would address those problems. Discuss lessons learned from previous project experience.
- c. Identify critical path activities for the typical services listed and ways to expedite such activities.

**4. Qualifications and Management Approach**

- a. Identify the probable project team that will deliver the typical services listed. Provide brief résumé summaries of qualifications for all key personnel. Résumé summaries should focus on experience and qualifications relevant to the type of projects listed.
- b. Describe how Consultant Team will be managed and quality assured in the performance of the typical services listed.
- c. Submit an organization chart showing the proposed key personnel and support staff necessary to deliver the typical services listed. Briefly describe the proposed responsibilities of each person on the organization chart.

**5. Rate Sheet**

- a. Prepare a spreadsheet listing the classification and billing rate of each proposed staff member and submit **in a single separate sealed envelope**.
- b. Please note that the City limits Consultant's sub-consultant mark-up to a maximum of 5%.

# Request for Qualifications for On-Call Construction Inspection Services

## ATTACHMENT A (Continued)

### 6. Consultant Selection

- a. Consultants will be selected based on the qualifications submitted for the work. A City selection committee will review the SOQs and may conduct interviews with those consultants whose qualifications are most desirable for each discipline.
- b. The following criteria is anticipated to be used to evaluate and rank consultants with the weight for each criteria:
  - 40% Quality and experience of staff
  - 20% Experience of firm with similar kinds of work
  - 20% Familiarity with City, State, and Federal procedures
  - 10% Understanding of the work to be done
  - 10% Overall clarity and presentation of SOQ

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Project Management**

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Project Management services as needed by the City. The City is anticipating a variety of projects to commence in the near future. It is the City's intention to enter into on-call contracts with multiple firms for Project Management services. By contracting with multiple firms the City will have the flexibility to obtain project management services in a timely manner.

The City of Goleta is hereinafter referred to as "City". The firm with professional Project Management services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this Attachment B.

### **PROJECT DESCRIPTION**

The City is seeking Project Management assistance in the delivery of Public Works projects. In performing all project management services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works projects scheduled within the next several years as well as potentially, private developments requiring project management services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based on qualifications and availability.

- Bike and pedestrian facilities (bike lanes, pedestrian paths)
- City Park improvements – restrooms, parking lots, service roads
- Support of grant applications
- Traffic signals
- Drainage improvements
- Intersection modifications
- Pavement maintenance
- Sidewalk infill
- Public works programs support

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

# **Project Management**

## **TYPICAL SERVICES REQUIRED**

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

- Continuous interface with City staff regarding projects
- Attend project meetings and prepare meeting agendas and action items
- Follow up to ensure action items are complied with
- Coordination with engineering consultants
- Coordination with other agencies
- Provide technical review and comment on consultant deliverables
- Development/maintenance of project schedules
- Prepare bid-packages
- Track and monitor project costs
- Track and monitor all funding
- Prepare grant funding claims as required
- Prepare grant applications
- Prepare RFPs for professional services, as required to continue progress of projects

## **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Project Management services to municipalities of similar size.
2. *Deadlines:* The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Engineering and Environmental**

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide engineering services as needed by the City. The City will be evaluating engineering firms for providing various services for various funded projects (Grants, Federal, City, etc.) It is the City's intention to enter into on-call contracts with multiple firms for Engineering and Environmental services. These firms will be contracted to provide engineering design, environmental planning, review and project documentation as well as drawing preparation services as requested by the Public Works Department. By contracting with multiple firms the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.

The successful Consultant(s) will work closely with City personnel and be responsible for:

- The generation of complete set of plans, specifications and construction engineering estimates for city wide projects
- The review and/or preparation of environmental documents (this scope may be provided by a subconsultant)
- Preparation of project drawings in CAD.

The City of Goleta is hereinafter referred to as "City". The firm with professional engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the Request for Qualifications cover letter or as further described in this Attachment B.

### **PROJECT DESCRIPTION**

The Consultant will be asked to provide all necessary engineering, environmental and drawing services to bring a project to the point of completion. In performing all engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works and capital improvement construction projects scheduled within the next several years, which may require engineering services and/or peer review. The City will also have a variety of private developments that will provide public improvements that may result in plan checking services of the improvement plans.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

### **Engineering and Environmental**

Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based upon qualifications and availability.

- Bike and pedestrian facilities (bike lanes, pedestrian paths)
- City Park improvements – restrooms, parking lots, service roads
- Preliminary engineering in support of grant applications
- Traffic signal design
- Drainage improvement projects
- Intersection modifications
- Bridge design
- Interchange design
- Pavement maintenance projects
- Sidewalk infill

#### **TYPICAL SERVICES REQUIRED**

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

- Preparation of plans, specifications and estimates
- Plan Check/Peer Review
- Preparation of project drawings in CAD
- Constructability Review and Plan Check
- Understanding and application of standard details and specifications from:
  - City of Goleta
  - Caltrans
  - Greenbook
  - APWA
  - AWWA
  - County of Santa Barbara
  - City of Santa Barbara
- Best Management Practices.
- Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Goleta.
- Preparation of environmental documents (may be provided by subconsultant)
- Understanding of environmental regulations relevant to construction activities.
- Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or legal issues among others.
- Consultant and its sub-consultants shall pay employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.



## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

# **Engineering and Environmental**

## **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing engineering and environmental services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review. Specifically, experience should include, but not be limited to: street, storm drain and bridge construction, etc.
2. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances and with City insurance and indemnification requirements.
3. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

# **Geotechnical Engineering and Material Testing**

## **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Geotechnical Engineering services as needed by the City. The City is anticipating a variety of projects to commence in the near future. It is the City's intention to enter into on-call contracts with multiple firms for professional Geotechnical Engineering services. By contracting with multiple firms the City will have the flexibility to obtain geotechnical services in a timely manner.

The successful Consultant(s) will work closely with City personnel and be responsible for:

- The review and/or preparation of geotechnical documents
- Preparation of project drawings in CAD.

The City of Goleta is hereinafter referred to as "City". The firm with professional Geotechnical Engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

## **PROJECT DESCRIPTION**

The Consultant will be asked to provide all necessary Geotechnical Engineering services as needed by the City. In performing all professional Geotechnical Engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works projects scheduled within the next several years, as well as private developments requiring geotechnical services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Design
- Pavement Design
- Pile Design
- Submerged and Partially Submerged Retainment Structure Design

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

### **Geotechnical Engineering and Material Testing**

- Compacted Fills Soil Classification and Physical Properties
- Slope Stability and Protection
- Hazardous Materials Seismic Stability
- Liquefaction
- Open and Braced Excavations (Shallow and Deep)
- Material Testing
- Groundwater Analysis
- Flexible Retaining Structures
- Construction Inspection
- Special Inspection
- Subsurface Geotechnical Investigation
- Field exploration, laboratory testing, and instrumentation

#### **TYPICAL SERVICES REQUIRED**

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

- Constructability Review and Plan Check
- Understanding and application of standard details and specifications from:
  - City of Goleta
  - Caltrans
  - Greenbook
  - APWA
  - AWWA
  - County of Santa Barbara
  - City of Santa Barbara
- Best Management Practices
- Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Goleta
- Understanding of environmental regulations relevant to construction activities
- Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or legal issues among others.
- Consultant and its sub-consultants shall pay employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

# **Geotechnical Engineering and Material Testing**

## **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Geotechnical Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review. Specifically, experience should include, but not be limited to: street, storm drain and bridge construction, etc.
2. *Deadlines:* The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances and with City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Traffic Engineering**

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide on-call Traffic Engineering services as needed by the City. The City is anticipating a variety of traffic engineering and transportation planning projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Traffic Engineering and applicable federal, state and local standards and guidelines. It is the City's intention to enter into on-call contracts with a number of firms for professional Traffic Engineering services. By contracting with a number of firms, the City will have the flexibility to obtain traffic services in a timely manner and work on multiple projects simultaneously.

The successful Consultants will work closely with City personnel including the City Traffic Engineer on an as-needed basis to assist staff in keeping a variety of projects on schedule and within budget.

The City of Goleta is hereinafter referred to as "City". The firms with professional Traffic Engineering services are hereinafter referred to as "Consultants". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

### **PROJECT DESCRIPTION**

The City is seeking professional Traffic Engineering services to assist the Public Works Department in carrying out many project types as listed below. In performing the professional Traffic Engineering services, the Consultants shall work to protect the interests of the City and to provide the highest quality services possible.

It is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, the City is not required to incorporate any of the recommendations or comments.

Below is a list of the anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.

- Traffic and parking studies including warrant analysis as applicable
- Transportation demand management programs
- Signal timing and coordination plans, and recommendations on signal maintenance and upgrades

## **ATTACHMENT B (Continued)**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Traffic Engineering**

- Planning and conceptual designs of traffic diversion and calming plans including roundabouts.
- Planning and conceptual designs of complete streets in light of established standards and guidelines, as well as assessment of potential operational impacts (Such as the impacts on auto traffic that could result from a road diet to provide bike lanes).
- Planning and establishment of safe routes to schools.
- Development and updates of transportation related policies and guidelines such as transportation master plans.
- Grant writing for federal, state and regional funding programs for traffic studies and improvement projects.
- Review of the traffic and parking aspects of City capital improvement projects
- Multi-modal travel modeling and traffic volume forecasts.
- Establishment and updates of transportation related fees such as traffic impact fees.
- Respond to public inquiries and requests for traffic control device installations and modifications such as stop signs, crosswalks, traffic channelization, speed zones, etc.
- Traffic and parking management and control plans.
- Data collection including multi-modal traffic volumes, traffic speeds, origin-destination surveys, travel time and delays, and parking utilization.
- Sign and pavement marking retroreflectivity assessment, and data processing.
- Present projects and programs in project meetings, community workshops and public hearings as needed.

### **TYPICAL SERVICES REQUIRED**

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

- Understanding and application of the ITE Trip and Parking Generation Manuals, City of Goleta zoning ordinance; Climate Action Plan and General Plan, CA MUTCD, NACTO, CA Standard Plans and Specifications, etc.
- Understanding and application of relevant operational and travel modeling software such as Synchro, Sidra, Visum, and EMME2.
- Best Management Practices.
- Ability to work with transit providers, emergency service providers, neighboring cities, UCSB, the Santa Barbara Airport, the County of Santa Barbara, the Coastal Commission, utility service providers, special districts, and walking and cycling advocacy groups.

## **ATTACHMENT B (Continued)**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Traffic Engineering**

- Understanding of environmental regulations relevant to the transportation system.
- Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
- Consultants and any sub-consultants shall pay their employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.

### **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultants must have experience providing Traffic Engineering services to municipalities of similar size or sufficient experience in the transportation planning and traffic engineering. Specifically, experience should include but are not limited to: safety studies, operational studies, warrant analysis, signal operations, conceptual road designs, and data collection and travel modeling.
2. *Deadlines:* The Consultants must meet the deadlines listed in the various project schedules. The Consultants will have the opportunity to help create the schedule, but once finalized must adhere to it.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local standards and requirements and with City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultants shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Surveying**

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified land surveying professionals to provide on-call map check, legal description check, corner record preparation, and lot line adjustment services, as well as other professional surveyor services as needed by the City. The purpose of the on-call contract is to provide the Public Works Department with the ability to obtain assistance quickly to satisfy City of Goleta customers and City Staff. Currently, no one on City Staff is qualified to sign the City Surveyor Statement attesting to the technical correctness on Final Maps and Parcel Maps, or to prepare or review legal descriptions and corner records. It is the City's intention to enter into on-call contracts with multiple firms for Surveying services. By contracting with multiple firms the City will have the flexibility to obtain professional surveyor consulting services in a timely manner.

The City of Goleta is hereinafter referred to as "City". The firm with a professional land surveyor is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter, or as further described in this Attachment B.

### **PROJECT DESCRIPTION**

The Consultant will be asked to provide all necessary on-call map check, legal description check, corner record preparation, and lot line adjustment review services, as well as other professional surveyor services as needed by the City. In performing all professional surveyor services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. All services shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. No subcontractors shall be utilized without prior authorization by the City.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

#### **A. Map Check Services Component**

Parcel Maps and Final Maps are to be reviewed at a minimum for mathematical closure, and compliance with the Subdivision Map Act, the Professional Land Surveyor's Act, the City of Goleta Subdivision Ordinance, the approved Tentative Map, the approved Conditions of Approval, and a current Title Report.

The map checks shall include, but are not necessarily limited to:



## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

### **Surveying**

- Review of survey documentation
- Lot and boundary closure calculations
- Dedications and easement provisions
- Legal descriptions and completeness and accuracy of data notation
- Review of completeness of submittals
- Document submittal deficiencies and advise the City as necessary
- Identify any additional reference materials required for a thorough map check
- Parcel Map Approval – Sign and stamp City Surveyor’s Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450
- Final Map Approval – Sign and stamp City Surveyor’s Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442

Some of the specific items that shall be reviewed and/or map checked are as follows:

- Title sheet information
- Current legal descriptions
- Correct assessor’s parcel being subdivided per the Title Report
- Closure of subdivision boundary and individual lots
- Verify lot areas
- Check for correct mathematics
- Proper delineation and identification of record data
- All appropriate data in the Title Report is shown on the map
- Proper reference to adjacent record maps is shown
- Proper references and ties to found/set monuments are shown
- Calculated, recorded, and measured distances agree, or variances are noted on the map
- Verify ownership shown on the map against the Title Report
- Compliance with the Subdivision Map act and City of Goleta Subdivision Ordinance

#### **B. Legal Description Check Services Component**

Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyor’s Act, and conformance with current Title Report. Grant Deed, Easement Deed, and other document forms may be included in the review process.

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

### **Surveying**

Legal description checks include, but are not necessarily limited to:

- Closure calculations
- Legal description completeness
- Review of completeness of deed exhibit map (attachment)
- Document submittal deficiencies and advise the City as necessary
- Identify any additional reference materials required for a thorough deed check
- Approval – Sign and stamp legal description legal description

#### **C. Corner Record Services Component**

Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Santa Barbara County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital improvement project is constructed or reconstructed. Corner record services include, but are not necessarily limited to:

- Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy
- Prepare corner records
- Approve – sign and stamp corner record for filing with County Surveyor's Office

#### **D. Lot Line Adjustment Services Component**

Lot line adjustment documents shall be reviewed or prepared at a minimum for compliance with the City of Goleta Lot Line Adjustment Requirements, the Subdivision Map Act, and the Land Surveyor's Act.

Lot line adjustment services include, but are not necessarily limited to:

- Review/prepare legal descriptions associated with lot line adjustments
  - Civil Code 1093 clause on face of Legal description
  - Acknowledgement (Notary Statement)
  - Exhibit A (Legal description of property being conveyed)
  - Exhibit B (Sketch of legal description in Exhibit A)
- Review/prepare Partial Reconveyance documents
- Review/prepare Modified Deed of Trust
- Review/prepare Owner's Certificate and Certificate of Holders of Record Title Interest
- Review/prepare Notice Document (if applicable)
- Verify ownership shown on documents against the Title Report

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

# **Surveying**

## **E. Field Services**

Complete field services performed at the request of the City will include but are not necessarily limited to the following:

- Construction
- Geodetic Control
- Boundary
- Right of way location
- Monitoring / Subsidence surveys

## **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing map checking to municipalities of similar size or sufficient experience with preparing and recording final maps, parcel maps, lot line adjustments, corner records and legal descriptions. Specifically, experience should include, but not be limited to: subdivision map checking or preparation, creating and reviewing closure calculations, creating and reviewing easements and right-of-way documents, reading and using title reports, etc.
2. *Deadlines:* A maximum review time for initial map check, legal description check, corner record check, and lot line adjustment check of twenty (20) business days, not including transit time from and to City of Goleta Public Works Department. Each subsequent document check, if necessary, shall not require more than ten (10) business days, not including transit time.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances and with City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Landscape Architecture & Design**

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Landscape Architecture and Design services as needed by the City. It is the City's intention to enter into on-call contracts with multiple firms for Landscape Architecture and Design services. By contracting with multiple firms the City will have the flexibility to obtain these services in a timely manner.

The successful Consultant(s) will be able to provide the City with:

- Full site grading and drainage
- Park facilities design
- Lighting design
- Architectural and plumbing service for restroom facilities
- Park signage and monumentation.

The City of Goleta is hereinafter referred to as "City". The firm with professional Landscape Architecture and Design services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

### **PROJECT DESCRIPTION**

The Consultant will be asked to provide all necessary services as needed by the City. In performing all professional services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works projects scheduled within the next several years, as well as private developments requiring these services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

### **TYPICAL SERVICES REQUIRED**

The required services and abilities required to successfully perform landscape architecture and design services on City projects, but are not limited to:

- Developing preliminary plans and working drawings

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

### **Landscape Architecture & Design**

- Preparing cost estimates and work schedules
- Preparation of specifications and construction support
- The landscape architectural consultant must have specific design expertise with landscape designed for USGBC, LEED building projects, and shall have a LEED accredited professional as part of the project staff.
- The landscape architecture firm will also facilitate discipline coordination, coordination between the City and any regulatory agencies as required.
- Understanding of standard details and specifications from:
  - Caltrans
  - Greenbook
  - APWA
  - AWWA
  - City of Goleta
  - County of Santa Barbara
  - City of Santa Barbara

#### **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Landscape Architecture and Design services to municipalities of similar size or sufficient experience in Landscape Architecture and Design services. Specifically, experience should include, but not be limited to: Parks, streets, street medians and shoulders, storm drain and bridge construction, etc.
2. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances and with City insurance and indemnification requirements.
3. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Environmental Planning and Permitting Services**

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Environmental Planning and Permitting Services as needed by the City. The City is anticipating a variety of Public Works Capital Improvement Program projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with environmental permitting and planning procedures specifically for Public Works type projects. Consultant must be familiar with local, state and federal regulations. Consultant would serve on a Project Development Team; in some cases the Consultant would be the sole provider of environmental services, and on larger projects the Consultant would assist Staff in managing the work of a larger environmental services firm. By having multiple firms on the short list the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.

It is the City's intention to enter into on-call contracts with multiple firms for Environmental Planning and Permitting and Permitting services. The successful Consultant(s) will be able to provide the City with Environmental Planning and Permitting Services on an as-needed basis to assist Staff in keeping a variety of Public Works projects on schedule.

The City of Goleta is hereinafter referred to as "City." The firm with professional Environmental Planning and Permitting and Permitting services is hereinafter referred to as "Consultant." Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

### **PROJECT DESCRIPTION**

The City is seeking professional Environmental Planning and Permitting Services to assist the Public Works Department Staff in keeping a variety of Public Works projects on schedule. Tasks may include any of the following:

- Participate in the Project Development Team
  - Assist Public Works Staff in navigating the environmental planning and permitting process.
  - Create and file CEQA CE documents
  - Assist with filling out permit applications
- Review and provide comments and/or proposed mitigations to Public Works Staff on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations
  - Interface with City Planners on behalf and with Public Works Staff when necessary to facilitate the process.

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

### **Environmental Planning and Permitting Services**

In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

Below is a sample list of anticipated project types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based upon qualifications and availability.

- Bridge Replacements
- Open Space improvement and maintenance
- Drainage Projects
- Flood Control Projects
- Paving and Overlay
- Roundabouts
- Road Extension/ new roads
- Landscaping
- Bike Paths/Bike Lanes
- Pedestrian Improvements
- Parking Lot Improvements

#### **TYPICAL SERVICES REQUIRED**

The required services and abilities required to successfully perform Environmental Planning and Permitting Services on the project types listed above include, but are not limited to:

- Application of state and local laws and ordinances and the City's Municipal Code
- Application of CEQA and NEPA
- Thorough knowledge and understanding of the City's General Plan
- Attendance at internal and external meetings with staff and other consultants
- Attendance at DRB and Planning Commission
- Assist in preparation of Staff Reports and Exhibits for DRB and Planning Commission
- Review mitigation plans
- Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements. Inspection services are needed to inspect all construction projects that include soil disturbance before, during, and after

## **ATTACHMENT B (Continued)**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Environmental Planning and Permitting Services**

construction. Inspectors must be certified pursuant to a State Water Board sponsored program as either (1) a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD); (2) a Qualified SWPPP Practitioner (QSP); or (3) a designated person on staff possesses a QSP to supervise inspection operations.

- Understanding of and experience working with various agencies including but not limited to:
  - Caltrans
  - Coastal Commission
  - Santa Barbara Airport
  - City and County of Santa Barbara,
  - Fish and Wildlife
  - Army Corps of Engineers
    - Regional Water Quality Control Board

## **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Environmental Planning and Permitting Services to municipalities of similar size or sufficient experience with reviewing providing comments and conditioning development projects.
2. *Deadlines:* The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances and with City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.



## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Development Review**

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Development Review services as needed by the City. The City is anticipating a variety of private development projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with review of private development projects as it impacts the public right of way, and applying state and local laws, ordinances and establishing conditions of approval for these projects. It is the City's intention to enter into on-call contracts with multiple firms for Development Review services. By contracting with multiple firms the City will have the flexibility to obtain said services in a timely manner.

The successful Consultant(s) will be able to provide the City with full Development Review services that can bring a private development project through the City's discretionary approval process and in accordance with the Permit Streamlining Act.

The City of Goleta is hereinafter referred to as "City". The firm with professional Development Review services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

### **PROJECT DESCRIPTION**

The City is seeking professional Development Review services to assist the Public Works Department in processing private development applications. The services will include all necessary work to process an application from submittal to final discretionary action. The Consultant shall be responsible for reviewing private development applications and preparing recommended conditions of approval, such as public improvements and environmental impact mitigations. Said review may include any of the following:

- Participate in the Development Review Committee
  - Review development application
  - Determine if additional materials are needed to provide a complete review
- Environmental Review
  - Review and provide comments and/or proposed mitigations to City Planners on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations

## **ATTACHMENT B (Continued)**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Development Review**

- Plan Review
  - Review and provide comments on development plans related to impacts to the public right of way
- Review and provide comments on traffic studies/analyses
- Review and provide comments on drainage and storm water studies and plans.

The Consultant will review all pertinent submittal and provide comments, and recommend mitigations and conditions to move the development application forward to decision makers.

In performing all Development Review services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability.

- Subdivisions
- Lot Line Adjustments
- Commercial Developments
- Residential Developments

### **TYPICAL SERVICES REQUIRED**

The required services and abilities required to successfully perform Development Review services on the project types listed above include, but are not limited to:

- Application of state and local laws and ordinances and the City's Municipal Code
- Application of the Subdivision Map Act
- Attend internal and external meetings with staff, applications and other review bodies
- Review Traffic Analysis
- Review Drainage Studies
- Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements
- Review of project plans in relation to public impacts/improvements

## **ATTACHMENT B (Continued)**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## **Development Review**

- Understanding of standard details and specifications from:
  - Caltrans
  - Greenbook
  - APWA
  - Institute of Transportation Engineers (ITE) Trip Generation Manuals
  - City of Goleta
  - County of Santa Barbara
- Ability to work with utilities and public agencies in and adjacent to the City of Goleta

### **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Development Review to municipalities of similar size or sufficient experience with reviewing providing comments and conditioning development projects. Specifically, experience should include, but not be limited to: subdivision map, development plans, CEQA processing, commercial and residential developments and reading and using title reports, etc.
2. *Deadlines:* A maximum review time for initial review of a project is twenty (20) business days, not including transit time from and to City of Goleta Public Works Department. Each subsequent document check, if necessary, shall not require more than ten (10) business days, not including transit time.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances and with City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B**

### Preliminary Description of On-Call Professional Engineering and Environmental Services

# **Construction Management**

## **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Construction Management, Inspection and material testing (may be provided by subconsultant) services as needed by the City. The City is anticipating a variety of construction projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Construction Management of locally –or State funded projects. It is the City’s intention to enter into on-call contracts with multiple firms for Construction Management services. By contracting with multiple firms the City will have the flexibility to obtain inspection services in a timely manner.

The successful Consultant(s) will be able to provide the City with full construction management services including, but not limited to, a Resident Engineer with a Civil Engineering license in the State of California.

The City of Goleta is hereinafter referred to as “City”. The firm with professional construction management services is hereinafter referred to as “Consultant”. Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

## **PROJECT DESCRIPTION**

The Consultant will be asked to provide all necessary construction management services as needed by the City. In performing all professional construction management services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next several years, as well as private developments requiring public works inspection.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

## **TYPICAL SERVICES REQUIRED**

The required services and abilities required to successfully perform construction management services on the projects listed above include, but are not limited to:

- Constructability Review
- Oversight of Construction Surveying and Material Testing
- Pre-Job Coordination and Administration Activities

## ATTACHMENT B (Continued)

### Preliminary Description of On-Call Professional Engineering and Environmental Services

## Construction Management

- Understanding of standard details and specifications from:
  - Caltrans
  - Greenbook
  - APWA
  - AWWA
  - City of Goleta
  - County of Santa Barbara
  - City of Santa Barbara
- Experience in documentation of activities through Daily Inspection Logs
- Construction Safety Orders
- Best Management Practices
- Inspection of:
  - Traffic Control
  - Storm Water Prevention Measures
  - General Street Construction
  - Underground Utility Construction
  - Traffic Signal Installation
  - Landscaping and Irrigation Installation
  - Street Striping
- Ability to work with utilities and public agencies in and adjacent to the City of Goleta
- Understanding of environmental regulations relevant to construction activities
- Material testing as required (may be provided by a subconsultant)

## REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing construction management services to municipalities of similar size or sufficient experience in construction management services. Specifically, experience should include, but not be limited to: street, storm drain and bridge construction, etc.
1. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
2. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

## **ATTACHMENT B (Continued)**

Preliminary Description of On-Call Professional Engineering and Environmental Services

### **Construction Management**

3. *Compliance*: Consultants shall comply with all applicable Federal, State, and local laws and ordinances and with City insurance and indemnification requirements.

## ATTACHMENT B

# Right-of-Way Services

### **BACKGROUND**

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Right-of-Way services as needed by the City. It is the City's intention to enter into on-call contracts with multiple firms for professional Right-of-Way services. By contracting with multiple firms the City will have the flexibility to obtain Right-of-Way services in a timely manner.

The City of Goleta is hereinafter referred to as "City". The firm with professional Right-of-Way services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this Attachment B.

### **PROJECT DESCRIPTION**

The Consultant will be asked to provide all necessary Right-of-Way services as needed by the City. In performing all professional Right-of-Way services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next several years, as well as private developments requiring Right-of-Way services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

### **TYPICAL SERVICES REQUIRED**

The required services and abilities required to successfully perform Right-of-Way services include but are not limited to:

**1. Appraisal Services:**

- a. Appraise Properties
- b. Prepare Appraisal Report

**2. Negotiation Services:**

- a. Negotiate for the purchase of partial/full properties.

## ATTACHMENT B (Continued)

### **Preliminary Description of On-Call Professional Right-of-Way Services**

- b. Prepare all letters and documents required for the proposed acquisitions including but not limited to the following:
  - i. Offer letter
  - ii. Appraisal Summary Statement
  - iii. Agreement for purchase
  - iv. Deeds
  - v. Other documents as required
- c. Present the offer in person and handle all discussion with owners.
- d. Keep the City advised as to the status of negotiations.

#### **3. Escrow and Title Coordination Services:**

- a. Assist the City in handling the escrow and title work.

#### **4. Project Management Services:**

- a. Attend meetings, provide general consultations or Right-of-Way matters pertaining to the project.

#### **5. Project Tracking and Clerical Services:**

- a. Provide the necessary tracking and clerical work for the Right-of-Way acquisition work for the project.

## **REQUIREMENTS**

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Right-of-Way services to municipalities of similar size.
2. *Deadlines:* The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances and City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.



# ATTACHMENT C

Project Name: **(INSERT PROJECT NAME)**

## AGREEMENT FOR PROFESSIONAL **<or>** PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND **(Insert Name of CONSULTANT)**

This AGREEMENT FOR PROFESSIONAL **<or>** PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **(Insert CONSULTANT'S NAME), (Insert Legal Business Entity)** (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional **(Insert Services to be provided)** services for **(Insert Project)** Project; and

**WHEREAS**, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

**WHEREAS**, the CITY procured these services in compliance with Goleta Municipal Code Section **(Insert applicable Municipal Code Section)** by **(Insert selection process - open bid, short list, etc.)**.

**WHEREAS**, the City Council, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

Or

**WHEREAS**, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 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 (Insert services to be provided) Services in conjunction with (Insert City project name) Services shall generally include (Insert services to be provided) as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A." <or> as follows: (If brief, list scope of work here).

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$(Insert agreement amount) (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 (Insert agreement expiration date), 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.

(b) **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 writing in advance of the incurrence of extra services by CONSULTANT. 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 **(Insert Project Manager name)** 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.

**6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to **(Insert agreement expiration date)**, 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 **<or>** according to the following schedule: \_\_\_\_\_ . **<or>** According to the schedule for delivery of services attached as Exhibit "C" and incorporated herein.

**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. **(Insert Consultant's Project Manager)** is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved 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. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

**9. HOLD HARMLESS AND INDEMNITY**

**(a) Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT’s duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT’s proportionate percentage of fault. CONSULTANT’s percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT’s percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT’s proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

**(b) For All Other Liabilities.** Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents (“Indemnified Parties”) from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

**(c) 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 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 general aggregate.
- b) Insurance Services Office form number CA 00 01 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 worker’s 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 that covers the services to be performed in connection with this agreement, in the minimum amount of \$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 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, or its equivalent.
- b) General and automobile liability insurance shall apply separately 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) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

- e) 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.
- f) 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.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) 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.
- i) 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. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor 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 10 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. NONDISCRIMINATION**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.



**22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

**23. 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.

**24. 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.

**25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

**26. PERMITS AND LICENSES**

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

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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:	Attention: Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	(Insert Consultant's Name & Contact information)

**32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
By: Title:

**ATTEST**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
By: Title:

**APPROVED AS TO FORM**

\_\_\_\_\_  
Winnie Cai, Assistant City Attorney