



REQUEST FOR PROPOSAL
for
PROFESSIONAL DESIGN, PLANS, SPECIFICATIONS AND
ESTIMATE SERVICES

For
THE SPLASH PAD AND IMPROVEMENTS AT JONNY D.
WALLIS PARK (CIP 9011)

October 30, 2019

City of Goleta
Neighborhood Services and Public Safety Department
130 Cremona Drive, Suite B
Goleta, CA 93117
(805) 961-7500

TABLE OF CONTENTS

1. INVITATION	4
2. GENERAL PROPOSAL INFORMATION	4
2.1 Procurement Schedule.....	5
2.2 Terms and Conditions	5
2.3 Precontractual Expenses	5
3. PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS.....	6
4. CONSULTANT EVALUATION, SELECTION, NEGOTIATIONS AND AWARD	6
4.1 Evaluation	6
4.2 Ranking and Notification of Consultants	6
4.3 Interviews.....	6
4.4 Contract Negotiations with Top Ranked Consultant.....	6
4.5 Criteria for Selection.....	7
4.6 Award.....	7
5. CONTRACT.....	8
5.1 Agreement for Professional Services	8
5.2 Method of Payment.....	8
5.3 Insurance Requirements	8
5.4 Subconsultants	8
5.5 Financial Management and Accounting System Requirements	8
5.6 Consultant Contract Audit and Review Process Requirements	8
5.7 Substitution of Consultant Personnel or Subconsultants.....	8
6. PROJECT INFORMATION.....	8
6.1 Project Description	8
6.2 Purpose and Need	10
6.3 Project Funding, Roles and Responsibilities	10
7. SCOPE OF PROFESSIONAL SERVICES	11
7.1 Requested Scope of Services.....	11
7.2 Standards.....	13
8. WORK PERFORMED BY OTHERS.....	14
9. PROPOSAL FORMAT AND CONTENT REQUIREMENTS.....	15
9.1 Proposal Format	15
9.2 Transmittal Letter	15
9.3 Understanding of Work to be Done	15
9.4 Project Team and Staff Experience	15
9.5 Financial Responsibilities.....	16
9.6 Understanding of Schedule.....	16
9.7 Required Statements	16
9.8 References.....	16

Attachment A - Agreement for Professional Services
Attachment B – Project Schedule

1. INVITATION

The City of Goleta, herein referred to as "CITY", is soliciting proposals from qualified professional firms, hereinafter referred to as "CONSULTANT", to provide Professional Design services as outlined within the Request for Proposal, hereinafter referred to as "RFP" for the Splash Pad and Improvements at Jonny D. Wallis Park Project, hereinafter referred to as "PROJECT."

2. GENERAL PROPOSAL INFORMATION

Issue Date: October 30, 2019

*Due Date and Time: Monday, December 2, 2019 at 3:00 pm

Agency Contact Person: JoAnne Plummer, Parks & Recreation Manager
Email: jplummer@cityofgoleta.org
Phone: (805) 562-5505

RFP Inquiries: All questions regarding RFP must be received no later than ten calendar days prior to proposal due date and must be submitted via email to jplummer@cityofgoleta.org. Confirmation of receipt will be provided.

*Number of Copies Required: 1 electronic and 3 hard copies (one not bound for duplication purposes)

Page Limit/Font Size: The cumulative total pages for the proposal must not exceed 30 pages (Minimum Font Size: 12, Single Spaced). Page count is exclusive of cover letter, blank pages or tabs, and any required forms.

Funding Source(s): Possible State Grant and Local Park Development Impact Fees

Regular/Express Mail and Hand Delivery:

City of Goleta
Neighborhood Services and Public Safety Department
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: JoAnne Plummer, Parks & Recreation Manager

***PROPOSALS RECEIVED AFTER DUE DATE AND TIME, RECEIVED AT WRONG LOCATION, OR WITH INADEQUATE COPIES ARE CONSIDERED NONRESPONSIVE AND SHALL BE REJECTED.**

2.1 PROCUREMENT SCHEDULE

DESCRIPTION	*DATE	TIME (IF APPLICABLE)
Request for Proposal Issue Date	October 30, 2019	
Deadline for Questions	November 15, 2019	
Due Date and Time	December 2, 2019	3:00pm
Review Completion	December 9, 2019	
CONSULTANT Notification and Scoping Meeting	Week of December 16th	
Award Date (By CITY Council)	January 21, 2020	
Notice to Proceed	January 27, 2020	

*Note: Excluding proposal due date and time and preceding dates, dates shown are subject to modification without notice.

2.2 TERMS AND CONDITIONS

This RFP is subject to the following conditions:

- This RFP does not commit the CITY to award a contract or to procure a contract for services or supplies.
- The CITY is not responsible for any precontractual expenses as described below.
- The CITY reserves the right to reject all proposals.
- The CITY reserves the right to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.
- The CITY reserves the right to withdraw this RFP at any time without prior notice.
- Nonresponsive proposals will be rejected without evaluation.
- No proposal, except sealed cost proposals as otherwise described in "Section 4.3 CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANT" of this RFP, will be returned after the due date and time. All proposals will become the property of the CITY.

2.3 PRECONTRACTUAL EXPENSES

Precontractual expenses include, but are not limited to, any expenses incurred by CONSULTANT in:

- Preparing proposals in response to this RFP.
- Submitting proposals to the CITY.
- Negotiations with the CITY on any matter related to proposals.
- Other expenses incurred by CONSULTANT before award.

3. PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS

Submit any proposal protest before 5:00 PM of the 10th business day following CONSULTANT Notification. Include the name, address and telephone number of your designated representative with a complete statement for grounds of the protest and all supporting documentation attached. The protest statement must refer to the specific portion of the documentation which forms the basis for the protest. The CITY has the right but not the obligation to request additional information. The party filing the protest must concurrently transmit a copy of the protest statement and any attached documentation to all other parties with a direct financial interest which may be affected by the outcome of the protest. Such parties must include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Formal protest must be electronically submitted to JoAnne Plummer at jplummer@cityofgoleta.org. Please allow 2 business days for confirmation receipt.

The City of Goleta Neighborhood Services and Public Safety Director will issue the final determination for a protest. Final determination will be sent in writing to all parties before award.

4. CONSULTANT EVALUATION, SELECTION, NEGOTIATIONS AND AWARD

4.1 EVALUATION

Each proposal will be reviewed to determine if it meets the requirements contained in Section 9 PROPOSAL FORMAT AND CONTENT REQUIREMENTS of this RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected.

The CITY will select a committee that will evaluate the submitted proposals according to the Section 4.5 CRITERIA FOR SELECTION described in this RFP. The selection committee will review, rate and develop a final ranking of the most qualified proposals.

4.2 RANKING AND NOTIFICATION OF CONSULTANTS

All CONSULTANTS that submitted proposals will be informed about the final ranking of the CONSULTANTS. CONSULTANTS may request a debriefing to discuss information as to why they were not the highest ranked.

4.3 INTERVIEWS

The CITY may conduct interviews for top ranking consultants.

4.4 CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANT

The CITY will conduct a negotiation meeting with top ranked CONSULTANT. The objective of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the CITY. The PROJECT will be contracted in phases as outlined in Section 7 SCOPE OF PROFESSIONAL SERVICES.

Contract terms subject to negotiation include but are not limited to: work plan; schedule and deadlines; deliverables, classification, wage rates, and experience level of those assigned to project; and cost items, payments and fees. Negotiated items will be incorporated into the agreement between CITY and CONSULTANT.

The cost proposal, presented in a sealed envelope, for the most qualified CONSULTANT will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceeds to the next most qualified CONSULTANT. An independent cost estimate developed by CITY, in advance of receiving proposals, will be used as a tool for negotiations or terminating unsuccessful negotiations with the next most qualified CONSULTANT. This estimate may be revised, if needed, for use in negotiations with the next most qualified CONSULTANT. Following successful cost negotiations, all remaining sealed envelopes containing cost proposals will be returned to CONSULTANTS.

4.5 CRITERIA FOR SELECTION

Rating of the proposal will be based on the following criteria:

Understanding of Work to be Done (20 Points) –

- Project team demonstrates a complete understanding of PROJECT and the scope of services being requested.

Project Team and Experience with Similar Projects (50 Points) –

- Key personal (Project Manager, Lead Architect, Lead Civil) of the project team have experience needed to successfully complete project.
- CONSULTANT and Sub Consultants have proven experience in successfully delivering similar projects.
- Project team has available resources to deliver PROJECT.

Financial Responsibility (15 Points) –

- Identification of a project development process that is fiscally responsible.
- Allocated person-hours are reasonable for the work to be performed.
- Assignment of person classification is reasonable for the work to be performed.

Understanding of Schedule (15 Points) –

- Demonstration of understanding of the PROJECT schedule.
- Identification of schedule risks.
- Identification of mitigation protocols to avoid schedule slip and mitigate schedule slips.

4.6 AWARD

Selected CONSULTANT's contract will be awarded by the CITY Council. Scored evaluations and proposals will be kept confidential to the extent allowable by law.

5. CONTRACT

5.1 AGREEMENT FOR PROFESSIONAL SERVICES

The City's standard Agreement for Professional Design Services is provided as Attachment A of this RFP.

5.2 METHOD OF PAYMENT

Method of payment is anticipated to follow Section 3 of the sample Standard Agreement found in Attachment A of this RFP.

5.3 INSURANCE REQUIREMENTS

Insurance requirements are anticipated to follow Section 10 of the sample Standard Agreement found in Attachment A of this RFP.

5.4 SUBCONSULTANTS

Parties subcontracted by CONSULTANT to perform services described in RFP, hereinafter referred to as SUBCONSULTANTS, will be responsible for complying with all state, federal and specific contract requirements.

5.5 FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS

CONTRACT shall not be awarded to a CONSULTANT without an adequate financial management and accounting system.

5.7 SUBSTITUTION OF CONSULTANT PERSONNEL OR SUBCONSULTANTS

After contract execution, the CONSULTANT may not substitute key personnel (project manager and others listed by name in the cost proposal) or SUBCONSULTANTS without prior written approval from the CITY. The CONSULTANT must request and justify the need for the substitution and obtain approval from the CITY prior to use of a different SUBCONSULTANT on the CONTRACT. The proposed substituted person or SUBCONSULTANT must be as qualified as the original, and at the same or lower cost.

6. PROJECT INFORMATION

6.1 PROJECT DESCRIPTION

Background

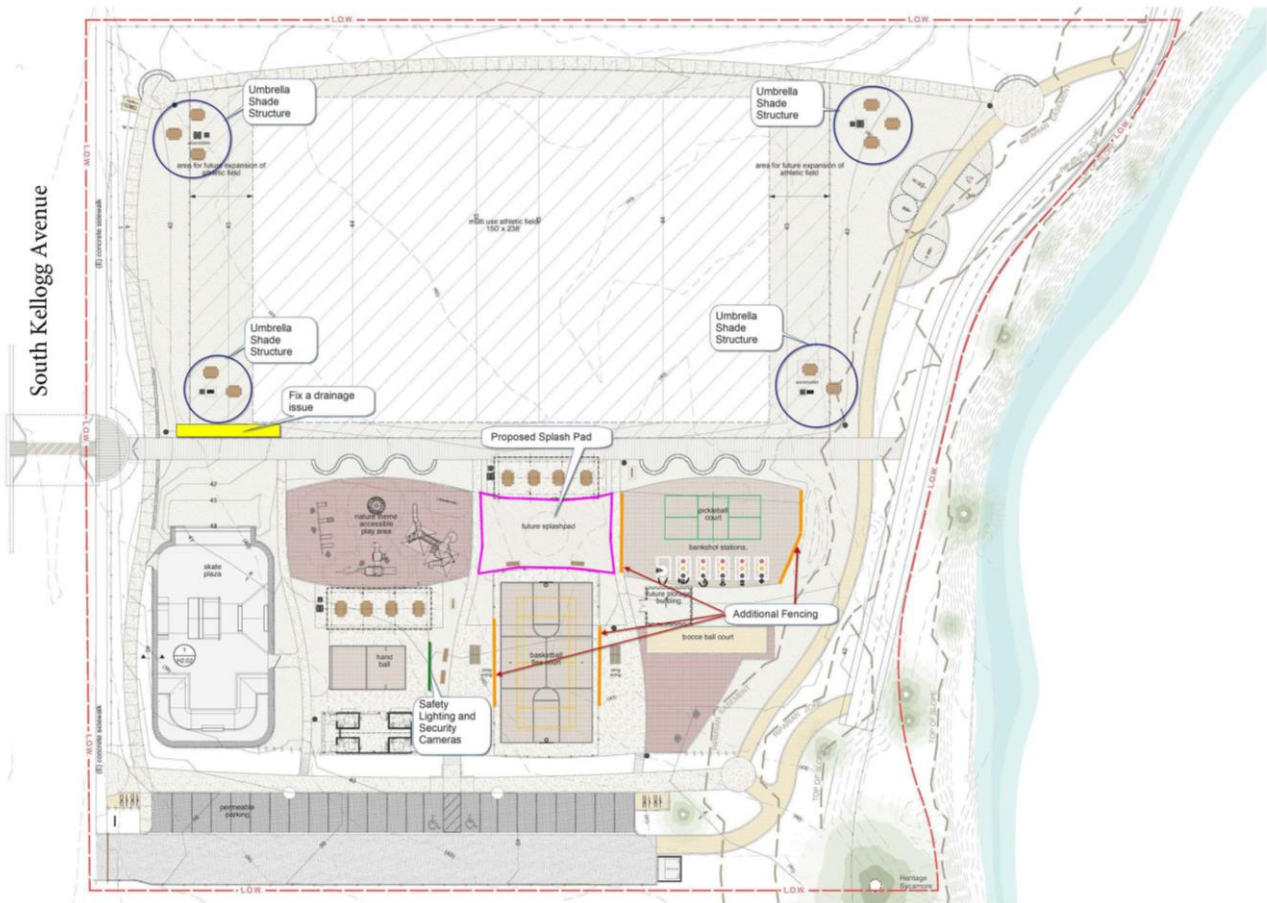
This project is in Old Town Goleta, the City's historic downtown. This area is certified as a Disadvantaged Community by the US Department of Housing and Urban Development (HUD) and the US Department of Water Resource (DWR). This location sits adjacent to San Jose Creek and is across a very busy street from low income housing managed by Peoples' Self Help Housing. The park design had included a Splash Pad, but local water restrictions prevented the development of this feature during construction. Nine days after the park held its grand opening, the restrictions that prevented this amenity were lifted. Additionally, the users of the park have expressed interest in a few areas of enhancement to include additional fencing, shading, and addressing an isolated drainage problem that has developed.

The location of Jonny D. Wallis Park was identified in 2006, with the City's General Plan. In 2011, the City of Goleta's Redevelopment Agency (RDA) purchased the property to develop a four-acre neighborhood park. The ownership of the property was in limbo for several years following the dissolution of RDA's by the state, delaying development. However, in 2018, the City secured the title to the property, on broke ground on this highly anticipated community asset. In March of 2019, the park was completed and with restrictions lifted, the community is anxiously waiting for the construction of the much-anticipated splash pad that was originally in the project description.

The Splash Pad and support structure locations have been determined, and currently have utility access. The Splash Pad location is approximately 314 square feet and the building size is anticipated to be 100 square feet. The other proposed improvements would be to add shade structures to the other picnic areas, with consideration of additional shade near the fitness equipment. Additionally, the installation of security cameras, possible safety lighting near the restroom building and fencing added to the pickleball and basketball courts. Lastly, the north side of the pedestrian access gate on Kellogg Avenue has experienced significant run off that needs to be addressed from a public safety and a maintenance perspective.

FIGURE 1 – Project Location Map/Proposed Improvements.

The figure below reflects a conceptual layout of the proposed improvements at Jonny D. Wallis Neighborhood Park.



Jonny D. Wallis Park

Jonny D. Wallis Neighborhood Park (formerly Hollister/Kellogg Park) is a recently completed 4-acre neighborhood park serving the Old Town Goleta area. It includes a multi-use playing field, skateboard park, playground equipment, basketball/tennis court, pickle-ball court, Bank Shot basketball hoops, bocce ball court, concrete ping pong tables, handball wall/court, outdoor fitness equipment, numerous picnic areas, picnic shelters, restrooms and a parking lot. Park construction was completed in March of 2019.

Proposed Improvements

The proposed improvements would include the following:

1. Addition of a splash pad, with support structure to house mechanical equipment. The water and electrical utility were run for these locations in anticipation of the future splash pad.
2. The addition of fencing at the basketball court to enclose the play area with gate access and ends of the pickleball court.
3. Additional security lighting with compatibility with security camera system.
4. Shade structures over picnic areas near multipurpose field.
5. Design a solution to correct a drainage issue near the pedestrian access gate.

6.2 PURPOSE AND NEED

The purpose of this PROJECT is to improve and complete the park that was designed for the residents through extensive community input. The need for a splash pad was identified during the design phase of this park, but water restrictions prohibited the construction of this recreation feature. Current water regulations have made it possible to construct this recreation feature and the other additional amenities are based on comments received from users that would enhance their recreation experience.

6.3 PROJECT FUNDING, RESPONSIBILITIES AND DELIVERY

Funding for the PROJECT is currently provided through an allocation of Park Development Impact Fees. However, earlier this year, the City of Goleta applied to the State of California Parks Department for a Proposition 68 Grant, which would replace this funding. Notifications of grant awards are anticipated at the end of 2019.

If awarded, the Proposition 68 funding has a has a 30-month window for the project, but the community has an expectation for the completion of the PROJECT in 2020.

7. SCOPE OF PROFESSIONAL SERVICES

7.1 REQUESTED SCOPE OF SERVICES

The scope of services being requested by the CITY for the PROJECT includes the following:

- Engineering
- City Permitting
- Design Architectural (Structures)
- Design Civil (Grading, Drainage, etc.)
- Design Landscape Architect

The requested work will be contracted in phases as described below.

PHASE 1 – Project Management/Administration

Task 1-PM-1	Management and Quality Control.
Task 1-PM-2	Attend Project Meetings
Task 1-PM-3	Prepare Invoices per CITY specifications

PHASE 1 – Preliminary Design

Task 1-PD-1	Develop Base Mapping
Task 1-PD-2	Finalize Preliminary Design Options (may include public meetings)

PHASE 2– Project Management/Administration

Task 2-PM-1	Management and Quality Control.
Task 2-PM-2	Attend Project Meetings
Task 2-PM-3	Prepare Invoices per CITY specifications

PHASE 2 – Preliminary Design - The Splash Pad/Improvements at Jonny D. Wallis Park

Task 2-PD-1	Complete Development Plans
Task 2-PD-2	Review/Approval of 35% Development Plans
Task 2-PD-3	Finalize Development Plans

PHASE 3– Project Management/Administration - The Splash Pad/Improvements at Jonny D. Wallis Park

Task 3-PM-1	Management and Quality Control.
Task 3-PM-2	Attend Project Meetings
Task 3-PM-3	Prepare Invoices to CITY specifications

PHASE 3 –Final Design – The Splash Pad/Improvements at Jonny D. Wallis Park

Task 3-FD-1	Preliminary Review Parks and Recreation Commission and Goleta Water District
Task 3-FD-2	65% Design
Task 3-FD-3	65% Review
Task 3-FD-4	Final Review Parks and Recreation Commission
Task 3-FD-5	95% Design
Task 3-FD-6	95% Review
Task 3-FD-7	100% Design + Specifications
Task 3-FD-8	Bid Package
Task 3-FD-9	Final Review
Task 3-FD-10	Finalize Bid Package

PHASE 4 –Construction Support - The Splash Pad/Improvements at Jonny D. Wallis Park

Task 4-CS-1	Attend the pre-construction meeting
Task 4-CS-2	Respond to project-related questions/issues prior to the beginning of construction
Task 4-CS-3	Respond to project-related questions, address issues, etc. during the course of construction
Task 4-CS-4	Attend progress meetings as required by CITY
Task 4-CS-5	Assist with problem resolution
Task 4-CS-6	Provide one set of record drawings on mylar and one set electronically to the City within 30 days of project close out.

7.2 STANDARDS

- All deliverables must be prepared in accordance with the latest CITY, Greenbook policies, procedures, guidelines and standards and the State of California 2016 Building Code and 2016 Title 24 requirements for accessibility and energy.
- Buildings and structures must meet the City of Goleta's Green Building Program
- Storm drain and drainage inlet design work, must conform to CITY and Water Conservation Standard Conditions and Regional Water Quality Control Board Post-Construction Stormwater Requirements.
- All deliverables will comply with CITY, State and Federal regulations.
- All deliverables will be in English units.

8. WORK PERFORMED BY OTHERS

Park Design: Design for the park was completed by Van Atta & Associates and the construction of the park was completed by C.S. Legacy, Inc. Construction documents for the park are available in electronic format. It is the responsibility of the CONSULTANT to print hard copies of these plans.

Soil Conditions: CONSULTANT will utilize existing soils reports prepared for this park development.

Environmental Impact Report: Upon initial design of Jonny D. Wallis Park, the CITY filed a Mitigated Negative Declaration. This is available to the CONSULTANT upon request.

Public Outreach: CITY staff will provide any public outreach required for PROJECT.

9. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

9.1 PROPOSAL FORMAT

Proposals must not exceed the page limit using the specified font indicated in the Section 2 GENERAL PROPOSAL INFORMATION. Preparation of proposals, following these standards and including the described content, will allow information to easily be extracted for evaluation purposes. Proposals must include preparation of or detailed discussions regarding the following information:

9.2 TRANSMITTAL LETTER

Include Transmittal letter on the CONSULTANT's letterhead and address to the CITY project manager, as indicated in Section 2 GENERAL PROPOSAL INFORMATION of this RFP. The letter should indicate the CONSULTANT's basic understanding of the CITY'S needs and the CONSULTANT's understanding of the work required. If an Addendum has been issued by the CITY, the CONSULTANT must acknowledge receipt of the Addendum in the Transmittal letter. The letter must be signed by an official or representative authorized to negotiate and contractually bind the CONSULTANT with the CITY.

9.3 UNDERSTANDING OF WORK TO BE DONE

Describe your understanding of the process and steps necessary to complete the services being requested by CITY for PROJECT. Include a discussion of all Tasks and include a Scope of Services document. Consultants are asked to identify any recommended modifications, clarifications or additions to the Scope of Services provided.

Include in this discussion any other tasks necessary that are not identified in Section 7 SCOPE OF SERVICES of this RFP.

9.4 PROJECT TEAM AND STAFF EXPERIENCE

Organizational Chart

Provide an organization chart that shows how the project manager will manage lines of communication between the team, CITY, key stakeholders, etc. Identify the Key Staff that will interact with the CITY. Provide brief resumes of the Key Staff and an explanation of the function each key person will perform. Key Staff must each have professional experience. Include the following statement on the organization chart: "Key Staff will be available for the full duration of the project. Key Staff will not be removed or replaced without the written consent of the CITY."

Staff Experience with Similar Projects

Provide descriptions of similar projects that the proposed Key Staff have completed. The descriptions of similar projects should include:

- Project description and location;
- Description of services provided;
- Current status (i.e. active, completed, etc.);
- Relevant aspects of the project related to this RFP;
- Key personnel involved (certifications must be made available upon request); and,
- Client name, contact person, and his/her current telephone number and email address

9.5 FINANCIAL RESPONSIBILITIES

Project Management

Please provide detailed information regarding how the Project Manager will complete a successful project and manage costs responsibly. Include a RESOURCE ALLOCATION MATRIX AND COST PROPOSAL as described below:

Resource Allocation Matrix

Please include a resource allocation matrix of the CONSULTANT's proposed project team including in rows a list of the tasks with descriptions for the PROJECT, and in columns the name and number of hours proposed per task for each team member proposed to provide each type of service.

Cost Proposal

Each respondent must submit in a **separate sealed envelope** accompanying each Proposal a cost proposal for all Phases of the Project. The cost proposal must include the CONSULTANT's hourly rate schedule; and a resource allocation matrix with hourly rates for each team member, fee subtotals for each Task, and the total fee for all proposed services. The sealed cost proposal will not be opened until after selection of the successful consultant team.

9.6 UNDERSTANDING OF SCHEDULE

Provide language and an exhibit showing how the schedule will be managed and how "Project Important Dates" will be met.

9.7.1 REQUIRED STATEMENTS

Prevailing Wage

Prevailing wages rates will be adhered to.

Duration

CONSULTANT must provide a brief statement affirming that the proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due.

Agreement for Professional Services

CONSULTANT must review the sample agreement included as Attachment A to this RFP and acknowledge their acceptance of the terms of that agreement. A proposal failing to acknowledge acceptance of the sample Agreement for Professional Services will be considered nonresponsive and rejected without evaluation.

Individual Authorized to Negotiate the Contract

Provide us the name of the individual or individuals that are authorized by the firm's owners or management to negotiate contract. A statement signed by the owners or authorized individual(s) will be required.

9.8 REFERENCES

Provide three to five Client references for work completed within the last five years. Include telephone number and email contact information.

ATTACHMENT 1 - SAMPLE AGREEMENT PROFESSION AND DESIGN SERVICES

Project Name: THE SPLASH PAD AND IMPROVEMENTS AT JONNY D. WALLIS PARK (CIP 9011)

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

This AGREEMENT FOR 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 design services for the Splash Pad and Improvements at Jonny D. Wallis Park 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 3.05.240.

WHEREAS, the City Council, on this _____ day of _____, 20____, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

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.

DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with the Splash Pad and Improvements at Jonny D. Wallis Park Project. Services shall generally include landscape, architectural, site planning and engineering services related to the PROJECT.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

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 \$(**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 June 30, 2021, 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.

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.

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 JoAnne Plummer, 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.

TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2021 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

USE OF THE TERM "CITY"

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

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.

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.

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

TENTATIVE PROJECT SCHEDULE

The Splash Pad and Improvements at Jonny D. Wallis Park

Request for Proposals for Design/Construction Support Due	December 2, 2019
Award Date by City Council	January 21, 2020
Notice to Proceed for design work	January 27, 2020
Submission of 35% Development Plans	February 27, 2020
Submission of 65% Development Plans	March 27, 2020
Submission of 100% Development Plans	April 17, 2020
Council Authorization to Bid	May 18, 2020
Advertisement to Bid	May 19, 2020
Award Date by City Council	July 7, 2020
Notice to Proceed for Construction	July 21, 2020
Construction Period (45 days)	September 25, 2020