

**CITY OF GUADALUPE  
REQUEST FOR QUALIFICATIONS (RFQ)**



**LeRoy Park & Community Center  
Rehabilitation Project**

**RFQ SUBMITTAL DEADLINE – February 22, 2019 – 5:00 PM**

**Qualifications CONTACT:  
Jack Boyce, CivicSpark Fellow,  
RCDCC**

**City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434**

**E-mail: [jboyce@civicspark.lgc.org](mailto:jboyce@civicspark.lgc.org)**

**Submit Questions or Comments to the above Contact by  
February 1, 2019 – 4:00 PM**

## **CITY OF GUADALUPE REQUEST FOR QUALIFICATIONS LeRoy Park & Community Center Rehabilitation Project**

The City of Guadalupe, California is soliciting a request for qualifications (RFQ) from an architecture and engineering team interested in conducting site planning and design services for the rehabilitation of a Community Park and Community Center located in the City of Guadalupe. The project is funded federally through the State's Community Development Block Group (CDBG) Program.

The project includes rehabilitating LeRoy Park, a city owned property, along with the rehabilitation of the community center located on the park's property. The rehabilitation of the park will include improvements of existing park components, expansion of existing components, expansion of the community center, and the addition of new components.

Explicitly, the community has expressed interest in including the following features in the park's final design: skate park, amphitheater, barbeque stations (spread around the park), play structure, exercise stations, running/walking path, recreation field, and covered picnic area(s). Additionally, windbreak trees and bioswale are desired to mitigate wind and flooding, and a gray water catchment system will be included to support park watering.

The community center will include a complete rehabilitation of the physical building and its systems, and an increase in building's footprint to accommodate additional space for classrooms and a library. The building will also utilize a microgrid consisting of solar and battery backup.

The City of Guadalupe is looking for an architecture and engineering team with experience in rehabilitation projects, public projects, and parks. The likely components will require experience with the following:

Architecture, Civil and Landscape, Structural Engineering, Mechanical and Plumbing, Electrical, and Sustainability.

### **Primary Objectives**

The Project will require taking preliminary plans to completion with 100 percent building and site plans and specs, approved by the City of Guadalupe.

The work ends with City's approval of seal bid documents: design development and construction documents, meeting all federal, state and local requirements.

## Background

The City of Guadalupe (“City”), California is an incorporated city of 7,100 located in northern Santa Barbara County approximately four miles inland from the Pacific Ocean along the scenic coastal Highway 1. The City is approximately 1.4 square miles and is situated in the heart of the fertile Santa Maria Valley, an agricultural region of statewide and national importance. US Highway 101 (US 101), a regional highway linking California’s coastal cities, is located 10 miles to the east.

The City, working with the Rural Community Development Corporation of California (RCDDC), was awarded funding by the state’s CDBG program to complete a public facility rehabilitation project at LeRoy Park in Guadalupe, California. The City will use the RFQ procurement method to hire an architecture and engineering team to complete the engineering and architectural planning of the project. Since this project will consist of multiple design and engineering fields, the RFQ can be submitted with multiple firms as one team (must be one submission listing each firms qualifications) and must include a letter of agreement between all architecture and engineering firms indicating their intent to work together should they be hired. Additionally, a lead firm must be identified in the letter of agreement and with the submission.

## Preliminary Timeline

RFQ Announced	January 2019
Deadline for Questions to Project Contact	February 1, 2019 @ 5:00PM
Responses to Questions	February 4, 2018 by close of business
<i>Emailed</i> Statement of Qualifications Due	February 22, 2019
Select Most Qualified Team Contract	March 1, 2019
Negotiated Council Approval	March 26, 2019
Notice to Proceed Completion of Work	March 27, 2019

## RFQ Questions

To assist those architecture and engineering teams interested in submitting qualifications to the City for this Project, clarification questions may be submitted to **Jack Boyce** by email at [jboyce@civicspark.lgc.org](mailto:jboyce@civicspark.lgc.org) by **February 1, 2019**. **Include “RFQ Questions” in the subject line of the email.** Questions via phone will not be accepted. Pertinent questions and answers will be formalized and issued as an

addendum to this RFQ, and will be posted on the City website by end of business **February 4, 2019**.

### **RFQ Location on the City Website**

<http://ci.guadalupe.ca.us/document-category/bid-packages/>

### **Estimated Budget/Timeline**

In a separate sealed envelope, mailed to the address below, submit the requested information, list below: Work Plan and Schedule, and Price Estimate. *This submission will be used for tie-breaker purposes and/or to negotiate with the initial winning RFQ submissions.*

Submit To:

Tom Brandeberry, RCDCC, 1904 5th Street, Sacramento, CA 95811

#### **1. Work Plan and Schedule**

Outline in detail the recommended work plan to be followed by staff assigned by your architect and engineering team(s) to work on this project. Indicate the number of staff personnel to be assigned to each task as well as the expected amount of time needed to complete each item in the scope of work shown above.

Present a schedule that reflects the anticipated starting date of the project, outline the significant items shown in the scope of work, and the estimated completion date for each item.

#### **2. Price Estimate**

List the price estimate for completion of this project as follows:

Provide a breakdown of costs by hour and by task contained in the Work Plan.

Provide a total "not to exceed" amount inclusive of ancillary costs, such as copying, travel, phone, etc. The cost of printing and binding three copies of the final report must be included in the project total. The only reimbursable cost will be the printing and binding of additional copies if requested by the City. The City reserves the right to negotiate the scope of work, overall price estimates and hourly rates prior to entering into a contract with the selected architecture and engineering team(s).

## Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

1. **Facility Programming / Space Planning:** Reassess the components (rooms, facilities, amenities etc.) to be included in the Park and Community Center based on the present preliminary plans. Update, if warranted, space requirements and relative locations for each component.
2. **Site Analysis:** General areas have been considered for the location of features to be included in the Park and Community Center. A detailed site analysis shall include the study of the existing features of the site, topography, sensitive areas, soils, access, utilities, and code requirements. Potential traffic and parking, and public transportation concerns shall also be addressed at this time.
3. **Stakeholder Meeting.** Once work commences, the architecture and engineering team will be required (after doing an initial assessment of the preliminary plans) to present their final concept to a group of stakeholders, addressing any changes to the preliminary site plans, components of those plans, and cost estimates, to ensure the project is within budget. The objective of the meeting will be for all options/suggested changes to the preliminary plans to be discussed and agreed upon, allowing the architecture and engineering team to develop final plans and specs.
4. **Council Presentation:** Upon completion of the site analysis and stakeholder meeting, the architecture and engineering team(s) shall propose site specific concept design alternatives for LeRoy Park and the community center with any construction cost concerns and / or construction alternatives needed to meet funding limits. The architecture and engineering team(s) will develop a schematic design for the preferred alternative and its corresponding costs. The architecture and engineering team(s) will present these findings and recommendation to the City of Guadalupe Council for final approval.
5. The architecture and engineering team will develop final plans and specifications, to be approved by the City, to be included in the construction bid packet. The architecture and engineering team will complete the bid package, meeting all federal, state, and city requirements to complete the scope of work.

## RFQ Evaluation Components/Criteria

A selected advisory committee will evaluate qualifications using the selection criteria below. The City will review and approve qualifications based on recommendations of

the selection advisory committee to ensure the selection criteria is used correctly and without bias.

Contract awarding is contingent on final approval by the City Council.

### **Submittal Requirements**

Submit qualification electronically as a PDF to [jboyce@civicspark.lgc.org](mailto:jboyce@civicspark.lgc.org). A signed original will be requested from the consultant that is chosen to complete the work. The deadline for submissions by interested parties is **February 22, 2019** by **5:00PM**. The City assumes no responsibility for delays caused by any electronic delivery service. The City will reply to all received submissions with an email indicating receipt of the submission.

Supplemental information, such as brochures, may be submitted if desired.

The following format and content shall be adhered to by each architecture and engineering team and presented in the following order:

#### 1. Cover Letter

Provide a maximum two-page "Cover Letter" and introduction, including the name and address of the submitting organization, together with the signature, name, title, address, telephone and fax numbers, and e-mail address of the contact person(s) empowered to bind the architecture and engineering team and to make representation for the organization. This cover letter should also state the architecture and engineering team's acceptance of the City's Contract for Consulting Services agreement format as provided in Exhibit A. If the architecture and engineering team proposes any changes to this format, said proposed changes should be outlined in the cover letter.

If there is a multi-organization submission, all organization should be listed with the above noted contract information of each organization. For multi-organization submissions, the maximum two page is extended to three pages. The lead organization should be noted within a letter of agreement, signed by all parties and agreeing to the lead organization role as the contracting party with the City of Guadalupe.

#### 2. Table of Contents

Each submission shall include an index to the major topics contained in the qualification and all pages shall be numbered.

#### 3. Consultant Qualifications

Outline your architecture and engineering teams' qualifications for providing the services requested. List a minimum of 5 projects similar to this project.

Provide a complete listing of all staff proposed to work on this project, including copies of their resumes and their titles. Any multi-organization submission should identify the qualifications of each organization in relationship to this project, and must list the tasks to which each team will be assigned and who the lead organization will be.

Organization Chart

Each submission shall include an organizational chart to show how work will flow between key staff, and each organization if there are multiple organizations.

4. Additional Data

The submission shall include any other data the applicant deems essential to the evaluation of the qualifications statements, and the ability or capacity to complete this project to the highest standards.

**Scoring Criteria**

<b>Criteria</b>	<b>Points</b>
Design experience with community centers, city or municipal buildings, public parks and playgrounds.	Maximum points 35
Qualifications, background, and prior experience of the architecture and engineering team (all key team members) in performing services for similar projects.	Maximum points 20
Management, team organization and skills and experience of key staff.	Maximum points 15
Experience with public projects in working with community groups.	Maximum points 10
Demonstrated in the material submitted: vision, energy, commitment, and imagination should be evident in the submittal.	Maximum points 10
Submitted references from similar projects.	Maximum points 10
<b>Maximum Points</b>	<b>100</b>

Point scoring as noted above will be used to determine the most qualified submission. Should there be more than one submission, within 10% of the highest scoring submission, the City will use the submitted (see Estimated Budget/Timeline, above) Work Plan and Schedule and Price Estimate to negotiate/determine the final, winning submission.

The City may add to this process by selecting the top two architecture and engineering teams to be interviewed by a City Selection Team.

The City will then begin the negotiations for an agreement with selected architecture and engineering team.

This Request for Qualifications may be found at the City's website ([ci.guadalupe.ca.us/document-category/bid-packages/](http://ci.guadalupe.ca.us/document-category/bid-packages/)). Any organization or team failing to submit information in accordance with the procedures set forth in this RFQ may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the submission. The City reserves the right to reject any and all submissions at any time, without penalty. The City reserves the right to refrain from contracting with any respondent, organization or architecture and engineering team. All organization eliminated from further consideration will be notified by email by the City as soon as practical.

### **Additional Documents**

Exhibit A: Proposer Contact Information Sheet

Exhibit B: Contract for Consulting Services

**EXHIBIT A**

**CONTACT INFORMATION SHEET**

Company Name	
Street Address	
City/State/ZIP	
Contact Name	
Contact Position	
Phone Number	
Fax Number	
E-mail Address	

Complete this sheet and email it as a **PDF file** to [jboyce@civicspark.lgc.org](mailto:jboyce@civicspark.lgc.org) as part of your RFQ submission. The City will provide any clarifications and addendums to this RFQ directly to all respondents who have completed this form.

**EXHIBIT B**

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND \_\_\_\_\_**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and \_\_\_\_\_, a California ("**Consultant**").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in

compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

#### Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

#### Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, reimburse the apportioned costs to defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, pure economic damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss to the extent caused by the negligence, recklessness, or willful misconduct of Consultant, its agents, officers, directors, subconsultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify

Indemnitees as provided above, Consultant, upon notice from City, shall reimburse the apportioned costs to defend Indemnitees by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring to the extent of the City's negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements affecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be

ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City:                      City Administrator  
   City of Guadalupe  
   918 Obispo Street  
   Guadalupe, CA 93434

To Consultant:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City

of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

By: \_\_\_\_\_  
Ariston Julian, Mayor

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Philip Sinco, City Attorney

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